



Commercial Lease Package

Perry Andersen Properties

LANDLORD



**Perry / Andersen
Properties, L.P.**

Hardin County

TENANT

July 1, 2024

LEASE START DATE



COMMERCIAL LEASE PACKAGE

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COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is dated June 19, 2024, between Perry Andersen Properties ("Landlord") and Hardin County ("Tenant"), and will be referred to throughout this document as the "Lease".

1. LANDLORD:

The Landlord(s) and/or agent(s) is/are:
Perry Andersen Properties (Owner)
and will be referred to in this Lease Agreement as "Landlord."

2. TENANT:

The Tenant or Tenants are
Hardin County
and will be referred to as either "Tenant" or "Tenant(s)" in this Lease.

If Tenant is a corporation, limited liability company, limited liability partnership, or any other business entity, each individual signing this Lease on behalf of Tenant warrants that the individual is duly authorized to execute and deliver this Lease on behalf of the business entity, and that this Lease is binding on Tenant in accordance with its terms.

3. RENTAL PROPERTY:

The Landlord agrees to rent to the Tenant the leased premises located at 445 W. Monroe St Kountze, TX, 77625, described as a(n) Office Space will be referred to in this Lease as either "Leased Premises" or "Rental Property".

- A. The specific area, measurement and dimension to be used as the Leased Premises is described as: 1320 square feet
- B. Landlord hereby leases to Tenant, subject to the terms and conditions of this Lease, the Leased Premises. The Leased Premises shall include all that space enclosed by and including the top surfaces of the subfloor and bottom surfaces of the ceiling and interior surfaces of all demising walls.

4. USE OF LEASED PREMISES:

- A. Tenant agrees that the Leased Premises will be used only as follows: Public Office Building
- B. The Tenant is responsible for all permits, licenses and zoning approvals relating to the Tenant's business and the Tenant indemnifies the Landlord of all liability, costs, and/or fees associated with this business.
- C. Tenant must obtain written permission to erect or place any sign on or about the Leased Premises.
- D. Tenant shall neither injure or deface the Leased Premises or Common areas or permit any storage of inflammable substances. Tenant shall not create a nuisance, intolerable noise or odor within or from the Leased Premises, nor permit any use of the Leased Premises which is offensive or is liable to render necessary alterations to any part of the Leased Premises.

5. TERM OF LEASE:

- A. The Landlord shall lease to the Tenant the Leased Premises for the initial term ("Initial Term") beginning on July 1, 2024 and ending at midnight on June 30, 2025.
- B. Landlord's best efforts shall be put forth to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to provide the Leased Premises at the beginning of the Lease term, rent shall abate for the period of delay. Tenant shall make no other claim against the Landlord for any such delay.
- C. Prior to the expiration of this lease, Landlord may place upon the premises any usual "To Let" and, "For Lease" signs. During the final three (3) months of this Lease term, the Landlord shall be permitted to show prospective tenants the Leased Premises upon giving Tenant at least twenty-four (24) hours' advance notice.

6. OPTION TO RENEW:

- A. At the end of the Initial Term, this lease will continue in full force and effect on a month to month basis unless Tenant or Landlord provides written notice to the other party at least 30 days before the end of the Term (including any exercised renewal or extension thereof) to terminate the Lease.

7. RENT:

- A. Tenant shall pay to the Landlord the total amount of \$24,000.00 which shall be paid in installments every month on the 1st of the month, in the amount of \$2,000.00 referred to in this lease as "Base Rent".
- B. Rent payments shall be made payable to: Perry Andersen Properties
- C. Rent payments shall be made to the Landlord at the following address: 118 Winnie Circle SILSBEE, TX, 77656.
Rent payments shall be considered paid on the date received by the Landlord. It is the Tenant's responsibility to ensure rent is received timely.
- D. Rent payments shall be paid by Certified Check, and/or Money Order, and/or Personal Check.
- E. All costs and expenses incurred of every kind and nature that is the responsibility of the Tenant during the term of the Lease or any renewal thereof (as described in this Lease) including the operating, managing, equipping, lighting, repairing, maintaining the Leased Premises including the common areas including but not limited to common parking and ingress and egress areas, of the Leased Premises shall be considered "additional rent". Additionally, such costs and expenses may include, but shall not be limited to: utilities, lighting the common areas, if any, cleaning costs, expenses of planting, replanting and replacing flowers, landscaping, water and sewerage charges, premiums for liability and property damage, and fees for required licenses and permits, and any late fee or returned payment fee.

8. SECURITY DEPOSIT:

- A. The Tenant(s) shall pay to the Landlord a Security Deposit of \$0.00. The Security Deposit deposited by Tenant with Landlord shall be held by Landlord as security for the faithful performance by Tenant of all of the terms of this Lease.
- B. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use or retain all or part of this Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or retained, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to increase the Security Deposit to its original amount.
- C. If Tenant shall fully and faithfully perform every provision of the Lease to be performed by it, the Security Deposit, or any balance thereof shall be returned to Tenant after the expiration of the Lease in accordance with the laws of Texas.
- D. In the event of termination of Landlord's interest of this Lease, Landlord shall transfer the Security Deposit to Landlord's successor in interest and Landlord shall thereupon be released by Tenant from all liability for the return of the Security Deposit; and Tenant agrees to look solely to Landlord's successor in interest for the return thereof.

9. SURRENDER OF THE LEASED PREMISES:

- A. At the end of this Lease or any renewal thereof, Tenant must vacate and shall immediately and peacefully surrender and return to the Landlord the possession of the Leased Premises. Tenant shall peaceably surrender the Leased Premises to Landlord on the date the Lease shall expire in as good condition as when Tenant took possession less normal wear and tear. On the Expiration Date Tenant shall surrender all keys to the Leased Premises. The Leased Premises shall be cleared out of all occupants, furniture, personal articles, and effects of any kind.
- B. All movable partitions, business and trade fixtures, machinery and equipment, which is not provided or installed by the Landlord, as well as any other articles of the Tenant's movable personal property shall be removed from the Leased Premises without causing any damage to the Leased Premises or any surrounding or common areas. In the event that such removal causes any damage to the Leased Premises, or any surrounding or common areas, the Tenant is fully responsible for repair or replacement and shall promptly repair or replace any damages to the Landlord's satisfaction. Tenant's failure to repair or replace any damage to the Landlord's satisfaction will result in charges made against any security deposit held and/or Tenant being billed in full for repairs or replacement.
- C. If Tenant abandons or surrenders the Leased Premises, or is dispossessed, any of Tenant's Property left on the Leased Premises shall be deemed to be abandoned, and at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove any part of such Tenant's Property, the cost of removal, including repairing any damage to the property caused by such removal, shall be paid by Tenant.

10. HOLDING OVER:

- A. Tenant agrees that if for any reason Tenant or any subtenant of Tenant shall fail to vacate and surrender possession of the Premises or any part thereof on or before the expiration or earlier termination of this Lease and the Term, then Tenant's continued possession of the Premises shall be as a month-to-month tenancy, during which time, without prejudice and in addition to any other rights and remedies Landlord may have hereunder or at law, Tenant shall:
- (1). pay to Landlord an amount (the "Holdover Amount") equal to 10 percent of the Base Rent in addition to the regularly recurring Rent payable hereunder prior to such termination and
 - (2). comply with all other terms and conditions of this Lease.
- The provisions of this section shall not in any way be deemed to
- (i). permit Tenant to remain in possession of the Premises after the Expiration Date or sooner termination of this Lease or
 - (ii). imply any right of Tenant to use or occupy the Premises upon expiration or termination of this Lease and the Term, and no acceptance by Landlord of payments from Tenant after the Expiration Date or sooner termination of the Term shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this section.
- Landlord waives no rights against Tenant by reason of accepting any holding over by Tenant, including without limitation the right to terminate such month-to-month tenancy as provided by law at any time after the expiration of the Term and any right to damages in the event that Tenant's holding over causes Landlord to suffer any loss. Tenant's obligations under this section shall survive the expiration or earlier termination of this Lease.
- B. Notwithstanding anything herein to the contrary, Tenant shall indemnify and save Landlord harmless against all costs, claims, loss or liability resulting from delay by Tenant in surrendering the Premises upon expiration or sooner termination of the Term, including, without limitation, any claims made by any succeeding tenant founded on such delay or any lost profits, losses, costs, expenses or liability payable to such tenant as a result thereof.

11. CHANGE OF TERMS:

This Lease may not be changed, modified, terminated or discharged, in whole or in part, except by a writing, executed by both Landlord and Tenant.

12. LATE FEE:

- A. Tenant shall pay the rent and all other sums due on the date and time specified in this Lease without fail, set-off, deduction or counterclaim. If the rent and all other sums that are due are not received by Landlord within 5 days after they become due, Tenant shall pay a late fee of \$25.00 per day for each day the rent and all other sums remain unpaid.
- B. Late fee shall be deemed additional rent for all purposes and is not intended to constitute a penalty, but is a reasonable approximation of the damage incurred by the Landlord for late payment, the amount which is agreed by the landlord and tenant to be difficult or impossible to specifically determine. If Landlord shall at any time or times accept rent or rent charges after the same shall have become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any other Landlord's rights. Tenant agrees that any charge or payment herein reserved, included or agreed to be treated or collected as rent may be proceeded for and recovered by Landlord in the same manner as rent due and in arrears and in accordance with the laws of Texas.

13. RETURNED PAYMENTS:

- A. A Returned Payment Fee of \$38.00 will be added for any returned payments. A Personal Check will not be accepted as payment to replace a returned payment.
- B. If there are 2 or more instances of returned payments, Tenant(s) agree that the Landlord may require all future payments to be made only by Certified Check, Money Order, or PayPal / Online Transfer.
- C. A Returned Payment fee shall be deemed additional rent for all purposes and is not intended to constitute a penalty, but is a reasonable approximation of the damage incurred by the Landlord for the return of the payment by the financial institution, the amount which is agreed by the Landlord and Tenant to be difficult or impossible to specifically determine.
- D. If the financial institution returns your rental payment and thereby causes the rental payment to be late, a late fee will be due as specified in this Lease.

14. SUBLEASING AND ASSIGNMENT:

- A. Any assignment of this Lease or sublease of all or any part of the Leased Premises shall be prohibited, constitute a default of this Lease and shall be deemed void unless approved by Landlord in writing. Landlord shall have the right to grant, condition or withhold Landlord's approval for any reason or no reason.
- B. If this Lease is assigned by Tenant, or the Leased Premises are encumbered, then Landlord may, in the event of a default of this Lease, collect rent from the assignee, subtenant or occupant, and apply the amount collected to Base Rent and Additional Rent. No assignment, subletting, occupancy or collection shall be deemed a waiver by Landlord of the provisions of this Lease, the acceptance by Landlord of the assignee, subtenant or occupant as a tenant, or a release by Landlord of the Tenant from the further performance by Tenant of its obligations under this Lease. The consent by Landlord to any assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting.

15. INSURANCE:

- A. Tenant shall maintain with an insurance carrier acceptable to Landlord, comprehensive insurance applying to the activity of Tenant in connection with the Leased Premises, with limits of liability of not less than \$1,000,000.00 combined single limit of liability for bodily injury, death and property damage. Tenant shall furnish to Landlord first within fifteen (15) days within the execution of this Lease and then annually, a certificate of such insurance which shall name Landlord and any mortgagee of the Building or Property as additional insureds and shall provide for non-cancellation and non-modification without thirty (30) days advance written notice to Landlord and such mortgagee. Failure of Tenant to renew such insurance at least thirty (30) days in advance to the expiration date, shall constitute a default of this Lease.
- B. tenant will provide certificate of Insurance listing Perry Andersen Properties as additionally insured.
- C. If the Tenant has valid and collectible insurance for any loss which Landlord also maintains insurance for, Tenant's insurance shall be considered primary Insurance. The Landlord's insurance in this instance shall be considered excess insurance only and Landlord and/or Landlord's insurance company shall have no duty to defend against any suit if the Tenant's insurance company has a duty to defend against that suit. Tenant understands that the Landlord is not responsible for any damage to or loss of the Tenant's property.
- D. When the Landlord's insurance is excess insurance, the Landlord's insurance will only pay the amount of the loss if any, that exceeds the total amount that the Tenant's insurance would pay for the loss in the absence of the Landlord's insurance.
- E. Landlord and Tenant hereby release each other from any and all liability or responsibility to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property covered by any fire and extended coverage insurance then in force, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only to the extent of and with respect to any loss or damage occurring during such time as the policy or policies of insurance covering the loss shall contain a provision to the effect that this release shall not adversely affect or impair the insurance or prejudice the right of the insured to recover. If at any time the fire insurance carriers issuing fire insurance policies to Landlord or Tenant shall exact an additional premium for the inclusion of such or similar provisions, the party whose insurance carrier has demanded the premium referred to as the "Notifying Party" shall give the other party notice. In such event, if the other party requests, the Notifying Party shall require the inclusion of such or similar provisions by its fire insurance carrier, and the requesting other party shall reimburse the Notifying Party for any such additional premiums for the remainder of the term of this Lease. If at any time any such insurance carrier shall not include such or similar provisions in any fire or extended coverage insurance policy, then, as to loss covered by that policy, the release set forth in this Section shall be deemed of no further force or effect. The party whose policy no longer contains such provision shall notify the other party that the provision is no longer included in the policy, but a failure or delay in giving such notice shall not affect such termination of the release set forth in this Section. During any period while the foregoing waivers of right of recovery are in effect, the party for whom such waivers are in effect shall look solely to the proceeds of such policies to compensate itself for any loss occasioned by fire or other casualty which is an insured risk under such policies.
- F. Tenant's failure to meet any of the insurance requirements set forth herein shall constitute a default of this Lease.

16. INDEMNIFICATION:

Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims arising in connection with (1) Tenant's use of the Leased Premises and the Property or; (2) from any activity, carried out in or about the Leased Premises; (3) from any breach or default in the performance of any obligation by or of Tenant's agents, contractors or employees and for, from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause other than the acts or neglect of Landlord, and Tenant hereby waives all claims with respect thereof against Landlord. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Leased Premises, Building or Property.

17. UTILITIES:

- A. Tenant is responsible for the following utilities: Electricity, Water, Telephone, Security, Trash and Recycling, Landscaping, Sewer, and High Speed Wireless Internet ("utility" or "utilities") and is required to register the utilities in Tenant(s) name. Tenant understands and agrees that these essential utilities are to be maintained and operational at all times. Proof of payment shall be given to the Landlord on demand.

18. REPAIRS:

- A. Landlord and Tenant agree to the following arrangements concerning repairs to the Leased Premises: Landlord will be responsible for Roof, A/C, Appliances, Hardin County will be responsible for changing A/C filters monthly, Lightbulbs as needed, parking
- B. Tenant is responsible and liable for any cost associated with a repair needed that is caused by the Tenant, Tenants guests or invitees.
- C. The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.
- D. The Tenant shall contact David Andersen 409-284-8202 in the event of any repair or emergency.

19. SERVICES AND COMMON AREA MAINTENANCE:

- A. Tenant(s) is/are responsible for the following services in and around the Leased Premises: stocking restroom supplies, trash removal, window washing, pest control, and general cleaning and maintenance inside the Leased Premises.
- B. Tenant will maintain and clean all indoor common areas in the building.
- C. Tenant will maintain and clean all outdoor common areas on the building's grounds (including snow/ice removal, landscaping/mowing, etc).
- D. Tenant expressly waives and releases Landlord from all liabilities, claims, suits, judgments, costs, expenses and damages (including consequential damages) arising out of the failure of any utility or services for the Leased Premises. Tenant agrees that the Landlord has no obligation to provide all or any of the utility systems.
- E. Tenant must abide by all local recycling regulations.
- F. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated or any of Tenant's obligations be reduced by reason of:
 - (1). the installation, use or interruption of use of any equipment in connection with the furnishings of any of the foregoing services,
 - (2). failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or by any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Property, or
 - (3). any limitation, or restrictions on use of, water or electricity serving the Leased Property. Landlord shall not be liable under any circumstances for a loss or injury to Property or business, arising in connection with or incidental to any failure to furnish any such services.

20. LANDLORD'S IMPROVEMENTS AND ALTERATIONS:

- A. Landlord shall not be required to make any additions or improvements except, and only to the extent as: ADA compliant front entrance & Restroom. Removal or changes to of any of the listed additions or improvements by the Tenant must have the advance written approval of the Landlord. The improvements listed are the property of the Landlord and the Tenant is responsible to return them as they were at the beginning of this Lease. The Tenant is responsible for ANY damage to these items.

- B. No promise of Landlord to alter, remodel, repair or improve any part of the Leased Premises or common areas and no representation, express or implied, respecting any matter related to the Property of this Lease (including, without limitation, the condition of any part of the Property) has been made to Tenant by Landlord or Landlord's broker or rental agent, other than as may be contained in this Lease Agreement. Tenant accepts the Leased Premises in "as is" condition except for the items listed herein.

21. TENANT'S IMPROVEMENTS AND ALTERATIONS:

- A. Tenant, at Tenant's expense, shall have the right following the Landlord's consent to remodel, redecorate and make additions, improvements, and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures, temporary installations whether acquired by the Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant subsequently, shall remain the Tenant's property free and clear of any claim by the Landlord. Tenant shall have the right to remove the same at any time during the term or at the end of this Lease provided that ANY and ALL harm or damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.
- B. Tenant must have written approval before installing or supplying any appliance. Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by the tenant. Tenant agrees Tenant is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.

22. NO LIENS:

Tenant shall keep Tenant's leasehold interest, and any improvements which are or become the property of Landlord under this Lease, free and clear of any attachment of judgment lien. Before the actual commencement of any work for which a lien or a claim of a lien may be filed, Tenant shall give Landlord at least ten (10) days prior written notice of the intended commencement date and Landlord shall have the right to enter the Leased Premises and post such notices of non-responsibility for Tenant's work at any reasonable time. Tenant shall, within five (5) days after the attachment of any lien or claim of lien, pay and discharge, or secure the release from the Leased Premises of any lien or claim of lien; Tenant shall promptly indemnify Landlord from and against all loss, cost, damage, injury or expense in connection with any such lien or claim of lien, including, without limitation, reasonable attorney's fees. In addition, Tenant agrees that no security agreement, whether by way of conditional bill of sale, chattel mortgage or instrument of similar import, shall be placed upon any improvement at the Premises which is affixed to the Real Property.

23. CONDITION OF PROPERTY:

Tenant acknowledges that the Leased Premises are in acceptable condition upon the execution of this Lease. Tenant(s) agree that neither the Landlord nor the Landlord's agent have made promises regarding the condition of the Leased Premises.

24. DESTRUCTION OR DAMAGE:

- A. If any portion of the Leased Premises or common areas necessary for Tenant's occupancy is damaged by fire, or other casualty, Landlord shall, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect. If such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the rent shall be abated to the extent Tenant's use of the Leased Premises is impaired, based upon the reasonable relative value to Tenant that the damaged space bears to the value of Tenant's total Leased Premises, commencing with the date of damage and continuing until substantial completion of the repairs required of Landlord.
- B. If, in Landlord's opinion, such repairs cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated to the extent Tenant's use of the Leased Premises is impaired, based upon the reasonable relative value to Tenant that the damaged space bears to the value of Tenant's total Leased Premises, commencing with the date of damage and continuing until substantial completion of the repairs required of Landlord.

- C. Tenant shall be responsible at its sole cost for the restoration and replacement of any other Leasehold Improvements and Tenant's property. Landlord shall not be liable for any loss of business, loss of Tenant's personal property, inconvenience or annoyance arising from any fire or other casualty or any restoration of any portion of the Property arising from fire or other casualty.
- D. If such damage is the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, Rent shall not be abated, and Tenant shall pay Landlord for repairs and for all costs associated with such damages, including but not limited to the loss of all rental income from all tenants of the Property as the result of such damage.

25. RIGHT OF ENTRY:

Tenant shall permit Landlord or Landlord's agents to enter upon the Leased Premises at reasonable times and upon reasonable notice, for the purpose of inspecting and making repairs and will permit Landlord at any time within 24 hours with reasonable notice. In the event of an emergency Landlord reserves the right to enter the Leased Premises without notice.

26. CHANGES REQUESTED BY LENDER:

When applicable, neither Landlord nor Tenant shall unreasonably withhold consent to changes to this Lease requested by the lender on Landlord's interest, so long as these changes do not materially alter the basic business terms of this Lease.

27. CHOICE OF LAW:

This Lease shall be construed and enforced in accordance with the laws of Texas.

28. EXECUTION OF LEASE:

The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation or option for Tenant to lease, or otherwise create any interest of Tenant in the Leased Premises or any other premises within the Building or Property. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant. The parties agree to promptly sign all documents reasonably requested to give effort to the provisions of this Lease.

29. ABANDONMENT:

In the event that tenant vacates the premises without notifying the Landlord, the premises is then considered to be abandoned and tenant is in default of this Lease agreement. Specifically, Tenant shall (unless Landlord shall have directed Tenant not to remove such items) reimburse Landlord, as Additional Rent within thirty (30) days after demand, for Landlord's reasonable, actual out-of-pocket costs incurred in connection with removal of Tenant's property and restoration of the premises. Landlord's acceptance of a subtenant or replacement tenant in case of abandonment shall not constitute a waiver of rights against the original tenant. In case of abandonment, Tenant may be responsible for damages and losses allowed by federal, state and local regulations.

30. LANDLORD'S REMEDIES:

If the event of a default of this Lease, the Landlord may in addition to any other remedies or options set by law pursue any or all of the following remedies concurrently or successfully, as follows:

- A. Landlord may terminate this Lease and take possession of the Leased Premises without prior notice or demand.
- B. In addition to any Rent and other charges already due and payable, the Rent for the entire unexpired balance of the term of this Lease and any other charges, costs and expenses herein agreed to be paid by Tenant shall be due and payable immediately as if by the terms of this Lease such Rent, charges, costs and expenses were on that day due and payable in full, in accordance with and to the extent permitted by the laws of Texas.
- C. Landlord shall to the extent permitted by law, have the right to proceed by distress and sale of Tenant's property for Rent and other amounts due hereunder. During the term hereof, Landlord shall have a lien on all of Tenant's personal property, fixtures and equipment in the Leased Premises, as security for Rent and all other charges payable hereunder.
- D. Tenant expressly waives any right of redemption or for the restoration of the operation of this Lease under any present or future law if Tenant shall be dispossessed for any cause, or if Landlord shall obtain possession of the Leased Premises as herein provided.

- E. Landlord may, at any time, cure the default of Tenant and at the expense of Tenant. Tenant shall pay, with interest at the maximum legal rate, on demand, to Landlord, the amounts so paid, expended or incurred by Landlord and any expense of Landlord including attorneys' reasonable fees incurred in connection with the default and as permitted by law.
- F. The rights and remedies of Landlord set forth herein shall be in addition to any other rights or remedies now or hereafter provided by the laws of Texas. All such rights and remedies shall be cumulative and not exclusive of each other. Landlord may exercise such rights and remedies at such times, in such order, to such extent, and as often as Landlord deems advisable with regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a right or remedy shall not preclude a further exercise thereof or the exercise of another right or remedy from time to time. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of or acquiescence to a default. No waiver of default shall extend to or affect any other default or impair any right or remedy with respect hereto. No action or inaction by Landlord shall constitute a waiver of a default. No waiver of a default shall be effective unless it is in writing.

31. WAIVER:

The receipt and acceptance by Landlord of delinquent rent plus late charges and service fees shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Leased Premises, shall constitute an acceptance of the surrender of the Leased Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Leased Premises and accomplish a termination of the Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

32. SUBORDINATION:

This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land, that Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

33. CONDEMNATION:

If the whole or any part of the leased premises is taken by any authority having power of condemnation, this Lease agreement will end. Tenant shall peaceably vacate the premises, removing all personal property and the lease terms will no longer apply. Tenant, however is responsible for all rent and charges until such time that tenant vacates.

34. BINDING EFFECT:

All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties.

35. MISREPRESENTATION:

- A. If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a default of the lease.

36. PRIOR AGREEMENTS; AMENDMENTS:

This lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

37. SEVERABILITY:

Each term, remedy, provision, condition, obligation and/or waiver contained in this Lease, or any amendment or supplement hereto, is a separate and distinct covenant and, if any such term, remedy, provision, condition, obligation and/or waiver is declared unenforceable or unconstitutional, or invalid by any court of competent jurisdiction or by any act of Congress or by any other governmental authority, such decision, statute, ordinance or regulation will not affect in any manner the enforceability or validity of any other term, remedy, provision, condition, obligation and/or waiver contained herein, and they will remain in full force, virtue and effect. Therefore, it will not cancel or void the rest of the Lease Agreement. The remainder of the Lease will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

38. FORCE MAJEURE:

Any prevention or delay or stoppage of work to be performed by Landlord or Tenant which is due to labor disputes, inability to obtain labor, material or equipment, acts of God, governmental regulations, judicial orders, hostile government actions, civil commotion, fire or other casualty, or other cause beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention or delay or stoppage. Nothing in this Article shall excuse or delay Tenant's obligation to pay rent or other charges under this Lease.

39. SPECIAL TERMS AND CONDITIONS:

The Landlord and Tenant agree to the following extra services, charges and/or special terms:
Added to page 12, paragraph 2 "this does not apply to acts or omissions caused by the landlord"
Added to page 12 paragraph 3-4 "except for acts or omissions caused by the landlord"

40. RULES AND REGULATIONS:

Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations and with such reasonable modifications and additions that the Landlord may make from time to time. Landlord shall not be responsible for any violation of such rules and regulations by other tenants or occupants of the Building or Property.

- A. Vehicles parked on premises must be in working order with necessary registrations and/or inspections.
- B. Late fees are strictly enforced and any unpaid fees will not be waived.
- C. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
- D. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
- E. The Tenant shall abide by all Federal, State, and Local laws.
- F. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- G. The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
- H. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
- I. The Tenant agrees to test carbon monoxide detector(s) periodically as well as maintain operational batteries at all times. The Tenant must report immediately to the Landlord any malfunction with carbon monoxide detector(s).
- J. Both Landlord and Tenant agree to update either party with change of email or phone number.

41. ADDENDA:

The following Addenda, attached to this Lease Agreement, shall become part of this Lease Agreement: If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

- A. Instructions for Depositing Rent into Bank Account
- B. Release of Liability and Assumption of Risk
- C. Texas Flood Disclosure

42. NOTICES:

- A. Any notice, required by the terms of this Lease Agreement shall be in writing.
- B. Notices sent to Landlord may be sent to the following:
 - I. 118 Winnie Circle, SILSBEE, TX, 77656
 - II. Email: andersenfamily.david@gmail.com
- C. Written correspondence to Tenant shall be mailed to: 445 W. Monroe St Kountze, TX, 77625.

- D. Notices may be given by either party to the other, or any other manner provided for by law, in any of the following ways:
- I. First Class USPS Mail.
 - II. Personal Delivery.
 - III. by sending said notice by certified or registered mail, return receipt requested.
 - IV. Email.
- E. If Landlord sends the notice by certified, registered mail or regular mail, it will be considered received on the date the Tenant signs for it, or FIVE (5) days after it was mailed, whichever occurs first.

43. PARAGRAPH HEADINGS, CAPTIONS AND SECTION NUMBERS:

The captions, paragraph headings and section numbers appearing within the body of this Lease have been inserted as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Lease. They are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

44. ENTIRE AGREEMENT:

- A. Landlord and Tenant agree that this Lease Agreement and any attached Addenda, Rules and Regulations and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the leased premises. There are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

NOTICE: This is an important **LEGAL** document.

- You may have an attorney review the Lease Agreement prior to signing it.
- You are giving up certain important rights.
- If the Landlord fails to enforce any provision of this Lease Agreement it is not a waiver of any future default or default of the remaining provisions. Landlord's acceptance of rental payments is not a waiver of any default by the Tenant.
- Time is of the essence in this Lease.
- You are waiving your right to have a notice sent to you before the Landlord starts court action to recover possession for nonpayment of rent or any other reason.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Lease on this date of June 19, 2024.

Tenant's Signature: _____ Date: _____

Landlord/Agent Signature: _____ Date: _____

INSTRUCTIONS FOR DEPOSITING RENT INTO BANK ACCOUNT

download app rentec direct
user is your email
set password
check email for instructions

Please feel free to contact me with any questions.

Thank you,

Perry Andersen Properties

Release of Liability and Assumption of Risk

NOTE: Read thoroughly before signing. This document impacts your legal rights and will bar your right to sue.

Tenant's name: Hardin County

Property Address: 445 W Monroe St. Kountze, TX 77625

I, [Hardin County], voluntarily sign this Release of Liability and Assumption of Risk (hereinafter "Release of Liability") in favor of [Perry Andersen Properties] (hereinafter "Landlord") in consideration for the opportunity to use the Landlord's property located at [455 W. Monroe St], [Kountze, TX 77625] (hereinafter "the Property").

In consideration for the Lease Agreement signed by Landlord and Tenant on [June 15, 2024], Tenant hereby waives and releases Landlord, Landlord's employees, heirs, successors, and assigns (hereinafter "Releasees") from any liability and/or claim for personal injury, property damage, or death that may occur from Tenant's use of the Property, even if the cause of such can be associated in any way with the actions or failures to act of Releasees.

By signing this Release of Liability, Tenant accepts total responsibility for any and all injuries or damages of any kind which may result from the use of the Property. It is the Tenant's intention to HOLD HARMLESS the Landlord for any injury or damage sustained by Tenant or anyone else, regardless of cause, while using the Property.

I, [Hardin County], acknowledge that I have carefully read the Release of Liability and understand all of its contents. I understand that by signing the Release of Liability I am waiving certain legal rights, including the right to sue the Landlord for any reason.

Landlord's Signature: _____
Date: _____

Tenant's Signature: _____
Date: _____

Texas Flood Disclosure

This Texas Flood Disclosure is an addendum to the Lease Agreement signed between [Perry Andersen Properties](hereinafter “the Landlord”) and [Hardin County](hereinafter “the Tenant”) on [July 01 2024] for the property located at 445 W. Monroe St. Kountze, TX 77625](hereinafter “the Property”).

In accordance with Texas law, the Landlord provides the following flood disclosure.

1. 100-year Floodplain. . Note: Even if the Property is not in a 100-year floodplain, it may still be susceptible to flooding.
2. Recent Flooding. The Landlord *is not* aware of the Property flooding within the past five years. Pursuant to Texas Property Code, flooding is defined as “a general or temporary condition of a partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall.
3. FEMA Resources. The Federal Emergency Management Agency (FEMA) maintains a free, searchable online flood map to determine if a property is located in a flood hazard area.
4. Renter’s Insurance. Please be advised that most renter’s insurance policies do not cover damages or losses caused by a flood. The Tenant should seek additional coverage that would cover any losses caused by a flood.

The Tenant’s signature on this Disclosure serves as an acknowledgment that the Landlord has informed the Tenant of potential flood risks and that the Tenant accepts the risk of the tenancy knowing that information.

Landlord's Signature: _____
Date: _____

Tenant's Signature: _____
Date: _____