

From: [Rejena Bolton](#)
To: agenda@co.hardin.tx.us
Subject: Contracts for 12-28-21
Date: Thursday, December 16, 2021 3:44:39 PM
Attachments: [21GEN3505 - Food Safety ILA - Hardin County - Contract.doc](#)
[Austin Bldg.Lease 295HARDINcoRevised.doc](#)

I would like to have the following items on the next Commissioners Court Agenda please:

- Lease agreement for a satellite Health Services office in Silsbee to house WIC, Immunizations and Indigent Care.
- Lease agreement for the Health Inspector's Software purchased from Harris County for \$20,000 from a FDA/AFDO Grant. No match required.

I will be representing for both items on the agenda. Please let me know if you have any questions. Thanks,

ReJena



ReJena Bolton
Health Inspector
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THE AUSTIN BUILDING COMMERCIAL LEASE AGREEMENT SUITE 295

This lease agreement is made and entered into by and between MARGARET J. UNDERHILL (Landlord) and **COUNTY OF HARDIN, TEXAS** (Tenant). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain property with the improvements thereon, containing approximately 1100 square feet, hereinafter called the "Leased Premises", known as THE AUSTIN BUILDING (Suite 295) 295 Highway 327 East, City of Silsbee, Hardin County, Texas; or as more particularly described below:

Additionally, Tenant is provided use of common areas (kitchen and bathrooms).

The primary term of this lease shall be for twelve (12) months commencing on the 3rd day of January, 2022 and ending at 11:59 p.m. on the 31st day of December, 2022 upon the following terms, conditions, and covenants:

1. UTILITIES. Tenant shall pay all charges for utility services to the Leased Premises except for city water, sewage and garbage service which shall be paid by the Landlord. Tenant shall be responsible for all janitorial services on the Leased Premises.
2. HOLDING OVER. Failure of Tenant to surrender the leased premises at the expiration of the lease, constitutes a holding over which shall be construed as a tenancy from month to month at a rental of \$ 1,200.00 per month.
3. RENT. Tenant agrees to and shall pay Landlord at P. O. Box 1059, City of Silsbee, County of Hardin, Texas, or at such other place Landlord shall designate in writing, as rent for the Leased Premises, the total of \$ 14,400.00 per year, payable without demand in equal monthly payments of \$1200.00, each in advance or on or before the 5th day of each month, commencing on JANUARY 3, 2022 and continuing thereafter until the total sum shall be paid. Rent received after the fifth day of the day of the month shall be deemed delinquent. If rent is not received by Landlord by the 5th of each month, Tenant shall pay a late charge of \$35.00 plus a penalty of \$25.00 per day until rent is received in full. Tenant shall pay Landlord the sum of \$35.00 for each time a check from Tenant is returned from Tenant's bank.
4. USE. Tenant shall use the Leased Premises for the following purpose and no other: Health Services that includes: WIC, Indigent Care and Immunizations.

5. SECURITY DEPOSIT – WAIVED BY LANDLORD . Tenant is a government entity (County of Hardin, Texas) and therefore, is exempt from a Security Deposit.

6. INSURANCE. Landlord shall pay for fire and extended coverage insurance on the building and other improvements on the leased premises. Tenant shall provide public liability and property damage insurance for its business operations on the Leased Premises in the amount of **\$ 500,000** which policy shall cover the Landlord as well as the Tenant. Said insurance policy or policies required to be provided by Tenant herein shall name Landlord as an insured and shall be issued by an insurance company approved by Landlord. Tenant shall provide Landlord with a certificate or insurance evidencing the coverage required herein. Tenant shall be solely responsible for fire and casualty insurance to cover Tenant's property on or about the leased premises. If Tenant does not maintain public liability and property damage insurance in full force and effect as required by this agreement, Landlord may notify Tenant of such failure and if Tenant does not deliver to Landlord within 10 days after such notice certification showing all such insurance to be in full force and effect, Landlord may at his option, take out the necessary insurance to comply with the provision hereof and pay the premiums on the items specified in such notice, and Tenant covenants thereupon on demand to reimburse and pay Landlord all amounts so paid or expended in the payment of the insurance premiums required hereby and specified in the notice.

7. CONDITION OF PREMISES. Tenant has examined and accepts the Leased Premises in its present "as is" condition as suitable for the purposes for which the same are leased, and does hereby accept the Leased Premises regardless of reasonable deterioration between the date of this lease and the date Tenant begins occupying the Leased Premises unless Landlord and Tenant agree to repairs or refurbishment as noted in Special Provisions.

8. MAINTENANCE AND REPAIRS. Landlord shall keep the foundation, the exterior walls (except glass, doors; door closure devices; and locks and hardware), heating and air conditioning system, and the roof of the Leased Premises in good repair except that Landlord shall not be required to make any repairs occasioned by the act or negligence of Tenant, its employees, licensees, agents, guests or customers. Landlord is responsible for maintenance of the common area and common area equipment. If Landlord is responsible for any such repair and maintenance, Tenant agrees to give Landlord written notice of needed repairs. Landlord shall make such repairs within a

reasonable time of up to ten days. Tenant shall notify Landlord immediately of any emergency repairs. Tenant shall keep the leased premises in good, clean condition and shall at its sole cost and expense, replace burned out light bulbs and broken exterior glass. At the termination of this lease, Tenant shall deliver the leased premises in good order and condition, normal wear and tear excepted. Normal wear and tear means deterioration which occurs without negligence, carelessness, accident or abuse.

As additional rent, Tenant shall be responsible for minor repairs up to \$150.00 per repair. The repairs must be pre-approved either verbally or in writing by Landlord.

9. ALTERATIONS. All alterations, additions and improvements, except trade fixtures, installed at expense of Tenant, shall become the property of Landlord and shall remain upon and be surrendered with the Leased Premises as a part thereof on the termination of this lease. Such alterations, additions, and improvements may only be made with the prior written consent of Landlord, which consent shall not be unreasonably withheld. If consent is granted for the making of improvements or alterations to the Leased Premises, such improvements and alterations shall not commence until Tenant has furnished to Landlord a certificate of insurance showing coverage in an amount satisfactory to Landlord protecting Landlord from liability for injury to any person and damage to any personal property, on or off the leased premises, in connection with the making of such improvements or alterations. At the termination of this lease, Tenant shall deliver the leased premises in good order and condition, natural deterioration only excepted. Any damage caused by the installation or removal of trade fixtures shall be repaired at Tenant's expense prior to the expiration of the lease term. All alterations, improvements, additions, and repairs made by Tenant shall be made in good and workmanlike manner.

10. COMPLIANCE WITH LAWS AND REGULATIONS. Tenant shall, at its own expense, comply with all laws, orders and requirements of all governmental entities with reference to the use and occupancy of the Leased Premises. Tenant and Tenant's agents, employees, and invitees shall fully comply with any rules and regulations governing the use of buildings or other improvements to the leased premises as required by Landlord. Landlord may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the Leased Premises, provided same are in writing and are not in conflict with this lease.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this lease nor sublet the Leased Premises or any interest therein without first obtaining the written consent of the Landlord. An assignment or subletting without the written consent of Landlord shall be void and shall, at the option of Landlord, terminate this lease.

12. **DESTRUCTION.** In the event the Leased Premises is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Tenant shall give immediate notice to Landlord. Landlord may repair the damage and restore the Leased Premises to substantially the same condition as immediately prior to the occurrence of the casualty. Such repairs shall be made at Landlord's expense unless due to Tenant's negligence. Landlord shall allow Tenant an agreed upon reduction of rent during the time the leased premises are partially unfit for occupancy. If the Leased Premises are totally destroyed or deemed by the Landlord to be rendered unfit for occupancy by fire or other casualty, or if Landlord shall decide not to repair or rebuild, this lease shall terminate and the rent shall be paid to the time of such casualty.

13. **TENANT DEFAULT AND REMOVAL OF ABANDONED PROPERTY.** If Tenant abandons the premises or otherwise defaults in the performance of any obligations or covenants herein, Landlord may enforce the performance of this lease in any manner provided by law. This lease may be terminated at Landlord's discretion if such abandonment or default continues for a period of 10 days after Landlord notifies Tenant of such abandonment or default and of Landlord's intention to declare this lease terminated. Such notice shall be sent by Landlord to Tenant at Tenant's last known address by certified mail. If Tenant has not completely removed or cured default within the 10-day period, this lease shall terminate. Thereafter, Landlord or its agents shall have the right, without further notice or demand, to enter the Leased Premises and remove all property without being deemed guilty of trespass and without waiving any other remedies for arrears of rent or breach of covenant. Upon abandonment or default by the Tenant, the remaining unpaid portion of the rental from paragraph 3 herein, shall become due and payable. For purposes of this section, Tenant is presumed to have abandoned the premises if goods, equipment, or other property, in an amount substantial enough to indicate a probable intent to abandon the premises, is being or has been removed from the premises and the removal is not within the normal course of Tenant's business. Landlord shall have the right to store any property of Tenant that remains on premises that are abandoned; and, in addition to Landlord's other rights, Landlord may dispose of the stored property if Tenant does not claim the property within 60 days after the date the property is stored, provided Landlord delivers by certified mail to Tenant at Tenant's last known address a notice stating that Landlord may dispose of Tenant's property if Tenant does not claim the property within 60 days after the date the property is stored.

14. **INTERRUPTION OF UTILITIES.** Landlord or Landlord's agent may not interrupt or cause the interruption of utility service paid directly to the utility company by Tenant unless interruption results from bona fide repairs, construction, or an emergency. If any utility services furnished by Landlord are interrupted and continue to be interrupted despite the good faith efforts of Landlord to remedy same, Landlord shall not be liable in any respect for damages to the person or property of Tenant or Tenant's employees, agents, or guests, and same shall not be construed as grounds for constructive eviction or abandonment of rent. Landlord shall use reasonable diligence to repair and remedy such interruption promptly.

15. EXCLUSION OF TENANT. Landlord may not intentionally prevent Tenant from entering the Leased Premises except by judicial process unless the exclusion results from: (a) bona fide repairs, construction, or an emergency; (b) removing the contents of premises abandoned by Tenant; or (c) changing the door locks of Tenant in the event Tenant is delinquent in paying at least part of the rent. If Landlord or Landlord's agent changes the door lock of Tenant in the event Tenant is delinquent in paying rent, Landlord or Landlord's agent must place a written notice on Tenant's front door stating the name and the address or telephone number of the individual or company from which a new key may be obtained. The new key is required to be provided only during the Tenant's regular business hours.

16. SUBORDINATION. Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed or trust, or other lien hereafter placed on the demised premises and Tenant agrees on demand to execute such further instruments subordinating this lease as Landlord may request, provided such subordination shall be on the express condition that this lease shall be recognized by the mortgage, and the rights of Tenant shall remain in full force and effect during the term of this lease so long as Tenant shall continue to perform all the covenants and conditions of this lease.

17. INDEMNITY. Landlord and its employees and agents shall not be liable to Tenant or to Tenant's employees, patrons, visitors, invitees, or any other persons for any such injury to any such persons or for damage to personal property caused by an act, omission, or neglect of Tenant or Tenant's agents or of any other tenant of the premises of which the Leased Premises is a part. Tenant agrees to indemnify and hold Landlord and its employees and agents harmless from any and all claims for such injury and damages, whether the injury occurs on or off the Leased Premises.

Tenant and its employees and agents shall not be liable to Landlord or to Landlord's employees, patrons, visitors, invitees, or any other persons for any such injury to any to any such persons or for damage to personal property caused by an act, omission, or neglect of the Landlord or Landlord's Agents. Landlord agrees to indemnify and hold Tenant and its employees and agents harmless from any and all claims for such injury and damages, whether the injury occurs on or off the Leased Premises.

18. SIGNS. Tenant shall not post or paint any signs at, on or about the Leased Premises or paint the exterior walls of the building except with the prior written consent of the Landlord. Landlord shall have the right to remove any sign or signs in order to maintain the Leased Premises or to make any repairs or alterations thereto.

19. **TENANT BANKRUPTCY.** If Tenant becomes bankrupt or makes voluntary assignment for the benefit of creditors or if a receiver is appointed for Tenant, Landlord may terminate this lease by giving five (5) days written notice to Tenant of Landlord's intention to do so.

20. **CONDEMNATION.** If the whole or any substantial part of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should the Leased Premises be sold to a condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of the lease effective from the date of the physical taking of the leased premises.

21. **HAZARDOUS MATERIALS.** Landlord warrants and represents that the Property does not contain "hazardous materials", as that phrase is defined herein. For purposes of this provision, the phrase "hazardous materials" shall mean and include any toxic contaminated or other hazardous materials including, without limitation, asbestos, PCB transformers, underground storage containers, materials containing any radioactive substances, petroleum base products, solvents, lead, cyanide, DDT, acids, pesticides, ammonium compounds, and any other substance forming a component part of the improvements which has heretofore or may in the future be determined to contain toxic wastes, hazardous materials, or undesirable substances injurious to the health of occupants working in or around the subject property.

22. **NOTICES.** Notices to Tenant shall be by certified mail or other delivery to the Leased Premises or to Tenant's last known address. Notices to Landlord shall be by certified mail to the place where rent is payable.

23. **DEFAULT BY LANDLORD.** In the event of breach by landlord of any covenant, warranty, term or obligation of this lease, then Landlord's failure to cure same or commence a good faith effort to cure same within 10 days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant either to terminate this lease or cure the default and make the necessary repairs and any expenses incurred.

24. **SIGNS.** During the last 30 days of this lease, a "For Sale" sign and/or a "For Lease" sign may be displayed on the Leased Premises and the Leased Premises may be shown at reasonable times to prospective purchasers or tenants.

25. **RIGHT OF ENTRY.** Landlord shall have the right during normal business hours to enter the demised premises; (a) to inspect the general condition and state of repair thereof, (b) to make repairs required or permitted under this lease, or (c) for any other reasonable purpose.

26. **WAIVER OF BREACH.** The waiver by Landlord of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.

27. **TIME OF ESSENCE.** Time is expressly declared to be of the essence in this lease.

28. **BINDING OF HEIRS AND ASSIGNS.** Subject to the provisions of this lease pertaining to assignment of the Tenant's interest, all provisions of this lease shall extend to and bind, or inure to the benefit not only of the parties to this lease but to each and every one of the heirs, executors, representatives, successors, and assigns of Landlord or Tenant.

29. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies by this lease agreement are cumulative and the use of any 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.

30. **TEXAS LAWS TO APPLY.** This agreement shall be construed under and in accordance with the laws of the State of Texas.

31. **LEGAL CONSTRUCTION.** 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 hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. **PRIOR AGREEMENTS SUPERSEDED.** This agreement constitutes the sole and only agreement of the parties to this lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this lease.

33. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties.

34. ATTORNEYS’ FEES. Any signatory to this lease agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this lease agreement, or this transaction shall be additionally entitled to recover court costs, reasonable attorney fees, and all other out-of-pocket costs of litigation, including deposition, travel and witness costs, from the non prevailing party.

35. SPECIAL PROVISIONS. (This section to include additional data not included above.)

THIS IS A LEGAL DOCUMENT: READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART OF THIS AGREEMENT, SEEK COMPETENT LEGAL ADVICE.

EXECUTED this _____ day of _____, 2021.

COUNTY OF HARDIN

JUDGE WAYNE McDANIEL
COUNTY OF HARDIN, TEXAS
TENANT

MARGARET J. UNDERHILL
LANDLORD

TENANT OR TENANTS SIGNATURE(S)

LANDLORD SIGNATURE

300 WEST MONROE

P. O. BOX 1050

KOUNTZE, TEXAS 77625
ADDRESS

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