

From: [Sharon Whitley](#)
To: [Agenda](#)
Cc: [Letasha Jones](#); [Amanda Young](#)
Subject: September 12th Commissioners Court Agenda Item
Date: Tuesday, September 5, 2023 3:37:26 PM
Attachments: [image001.png](#)
[image002.png](#)
[FY24 Sour Lake Heath Department LEASE AGREEMENT - WIC.pdf](#)

I would like to add the following to Commissioners Court:

Consider request by Commissioner Amanda Young and Sharon Whitley, Health Services Director, to authorize the County Judge to execute lease agreement between Hardin County Precinct 3 and Hardin County Health Department/WIC for leased office space located at 615 Hwy 105 West, Sour Lake, Texas for the purpose of performing WIC services one day a month from this location.

Thanks,

Sharon Whitley

Sharon Whitley

Sharon.Whitley@Co.Hardin.TX.US

Hardin County

Health Services Director

Ph:(409)209-5358|Cell:(409)656-5720

1135 Redwood, Kountze, TX 77625

REAL PROPERTY COMMERCIAL LEASE AGREEMENT

THIS REAL PROPERTY COMMERCIAL LEASE AGREEMENT (the "Lease") made and entered into by and between Hardin County Precinct 3 (hereinafter referred to as "Lessor" or "Landlord"), and Hardin County Health Department/WIC (hereinafter referred to as "Lessee" or "Tenant").

1. **Leased Premises.** Landlord has leased and rented, and by these presents does lease and rent to Tenant that certain land and premises described as 1,400 square foot building, a 310 foot office space plus use of the kitchen and restrooms located at 615 Hwy 105 W. in Sour Lake, Hardin County, Texas (herein referred to as the "Leased Premises").
2. **Lease Term.** This Lease shall be from September 1, 2023 through October 1 2024. This agreement may be terminated by either party at any time upon giving thirty (30) days' advanced written notice to the other party.
3. **Rent and Utilities.** During the initial term of the Lease and for so long thereafter as the Tenant remains in possession of the Leased Premises, Tenant agrees to pay as rent each month for the Leased Premises the cash sum of \$50.00 per month for the lease of the building. The \$50 goes toward the use of the leased premises for one day a month. The rent shall be payable monthly in advance, on or before the 1st day of each calendar month during the term of the Lease. After one (1) year, the utilities will be looked at, and the rent may be adjusted.
4. **Taxes.** Landlord shall pay or shall cause to be paid all ad valorem and property taxes on the Leased Premises.
5. **Insurance and Waiver of Subrogation.**
 - a. Landlord shall keep and maintain such insurance on the Leased Premises as Landlord may desire, all of which insurance shall be for the sole protection and benefit of Landlord. Tenant shall at its sole expense, maintain all of such fire and casualty insurance as Tenant may desire to protect Tenant against any fire or other casualty loss. Tenant agrees that Tenant may not make a claim against Landlord's Insurance.
 - b. During the first initial term and all renewal terms of this Lease, Tenant at its sole cost and expense, shall maintain a policy or policies of insurance, with premiums thereon fully paid in advance, providing comprehensive general liability insurance coverage (including, without limitations, premises liability and contractual liability coverages) against the Leased Premises with a combined single limit for bodily injury and property damage of not less than \$500,000.00.
 - c. Tenant hereby expressly waives any cause of action or right of recovery which it may hereafter have against Landlord for any loss or damage to the Leased Premises, the

improvements or the contents caused by fire, explosion, flood, rising or falling water, or any other risks covered or coverable by insurance policies required to be maintained by Tenant hereunder, or by reason of any defect in or condition of the Leased Premises (whether now existing or hereafter occurring). In the event of any loss or destruction of the contents, regardless of the cause thereof, Tenant agrees to look solely to its own insurance coverage as compensation for such loss or destruction; and Tenant agrees that no party shall have any claim against Landlord by way of subrogation. If it shall ever be necessary to obtain such waiver from its insurance carrier in order to evidence these provisions, then Tenant shall obtain such waiver from its insurance carrier in order to evidence these provisions, the Tenant shall obtain such waiver from its insurance carrier at its sole cost and expense.

6. **Waiver of Liability.** Tenant agrees to look solely to the Insurance proceeds and coverage from insurance maintained by Tenant in connection with Tenant's use of the Leased Premises to compensate Tenant for any damages sustained on or about the Leased Premises or from any damages sustained in connection with Tenant's use and occupancy of the Leased Premises. Without limiting the generality of the foregoing, Tenant agrees that Landlord shall not be liable to Tenant or to Tenant's employees, customers, agents or visitors or to any other person whomsoever, for any injury to person or damage to or loss of property on or about the Leased Premises, regardless of cause, including without limitation, injury, death or personal property damage arising from or caused by (1) any defect in the Leased Premises or in or about the building in which the Leased Premises are located, whether known or unknown to the Landlord, or (2) the negligence or recklessness of Landlord, whether sole, concurrent or joint, or (3) any interruption in utilities or other services provided to the Leased Premises; and without limiting any other indemnity agreement of Tenant contained in this Lease, Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense (including expenses of defense) and claims arising out of such damage or injury, and without limitation Tenant shall indemnify and defend Landlord against any and all claims and causes of action that may be asserted against Landlord by any of Tenant's employees, owners, customers, invites, or visitors.
7. **Use of Lease Premises.** The Leased Premises shall be used, for one day a month, by Tenant for the purpose of operating Tenant's business generally described as Hardin County Health Services/WIC and for no other purpose. Tenant shall not reside on the Leased Premises and shall not keep any animals on or about the Leased Premises. Tenant shall not permit the Leased Premises to be used for any unlawful purpose that will injure the reputation of the same.
8. **Maintenance and Repairs.** Tenant shall commit no act of waste and shall take good care of the Leased Premises and fixtures and appurtenances therein and shall, in the use and occupancy of the Leased Premises, conform to all laws, orders and regulation of the federal, state and municipal governments or an of their departments. Landlord shall make all repairs and maintenance necessary to maintain the Leased Premises. Tenant shall not make any improvements to the Leased Premises without Landlord's prior written consent. All improvements made by Tenant to

the Leased Premises which are so attached to the Leased Premises, shall become the property of the Landlord upon installation. Not later through the last day of the term of the Lease, Tenant shall, at Tenant's expense, remove all of the Tenant's personal property and those improvements made by Tenant which have not become the property of the Landlord, including fixtures, cabinet work, movable paneling, partitions and the like, repair all injury done by or in connection with installation or removal of said property and improvements and surrender the Leased Premises in as good condition as they were in the beginning of the term, reasonable wear and damage by fire, the elements, casualty or other cause not due to the misuse or neglect by Tenant or Tenant's agents, servants, visitors or licensees, excepted. Landlord shall have the right to enter upon the Leased Premises at any agreed time for the purpose of inspecting the same, or making repairs to the Leased Premises, or of making repairs, alteration or additions to adjacent premises or of showing the Leased Premises to lenders, prospective lenders or insures or prospective tenants or buyers, provided that Landlord gives reasonable notice to Tenant and that such entry shall not cause any damage to Tenant or unreasonably disrupt or interfere with Tenant's business, and further provided that such notice shall not be necessary in cases of emergency.

9. **Alterations and Signs.** Tenant shall not make any alterations or improvements to the Leased Premises without getting the prior written consent and approval of the Landlord. Tenant shall not install or place any sign on or about the Leased Premises without getting the prior written approval and consent of the Landlord.
10. **Default by Tenant.** The failure or refusal by Tenant to timely pay the rent required hereunder and failure to cure such defaults after the expiration of a period of thirty (30) days following the receipt by Tenant of written notice of the default from Landlord shall constitute an "event of default" by Tenant.
11. **Landlord's Default.** In the event of any default by Landlord of its duties and obligations hereunder, if Landlord fails to cure such default within thirty (30) days after Tenant gives Landlord written notice of default. Tenant's remedies for any such default by Landlord are to (a) sue for damages or (b) terminate this Lease.
12. **Quiet Enjoyment.** Provided Tenant complies with each and all of the covenants, conditions, obligations and duties of Tenant hereunder and subject to all of the provisions of the Lease, Tenant shall quietly have, hold and enjoy the Leased Premises during the term of the Lease.
13. **Damages to Leased Premises.** In the event the Leased Premises are damaged or destroyed by fire or other casualty in whole or in part, at any time during the term of this Lease, Tenant shall forthwith give Landlord written notice of such damage or destruction and Landlord shall proceed to restore the Leased Premises to substantially the same or similar condition they were immediately prior to such damage or destruction. Tenant's obligation to pay rent and other

amounts under this Lease shall equitably abate by reason of destruction of or damage to the Leased Premises during the term of any reconstruction and repairs, provided such damage is not caused by Tenant. If Tenant is able to remain open for business during the period of reconstruction or repairs, then the rent and other amounts under this Lease shall be abated based upon the extent to which the destruction or damage interferes with Tenant's use of the Lease Premises. Any relocation of Tenant to another portion of the building shall be at the expense of the Landlord, and in that event Tenant shall continue to pay rent and all other amounts due hereunder. Any relocation of Tenant to another area of the building may be permanent or temporary while the Leased Premises are being restored.

14. **Liens.** Tenant covenants that no lien, charge or assessment will be allowed to attach to the Leased Premises as a result of any act or omission by Tenant.

15. **Notices.** Until otherwise notified in writing by the other party, all notices to be sent by the parties in connection with this Lease shall be sent as follows:

TO LANDLORD:

Commissioner
Hardin County PCT 3
P.O. Box 225
Saratoga, TX 77585

TO TENANT:

County Judge
Hardin County
300 West Monroe Street
Kountze, Texas 77625

Notice shall be given by personal delivery or sent by certified or registered mail, return receipt requested, and shall be deemed given upon deposited in the United States mail, postage prepaid, and addressed to the property party at the proper address.

The Health Department is required to provide a 30 day notice to the Commissioner of Precinct 3 of the day they intend to occupy the space. Failure to provide such notice could prevent the Health Department from usage of the property.

16. **Waiver.** No express or implied waiver by Landlord of any default hereunder shall be in any way construed to be a waiver of any future or subsequent default of Tenant or a waiver of any of the rights of Landlord under the terms of Lease.

17. **Assignment and Subletting.** Tenant shall not assign the Lease or enter into any sublease for the Leased Premises of any portion thereof without the prior written consent of Landlord.

18. **Invalid Provision.** If any provision, or part of a provision, of this Lease shall be held to be invalid, illegal or unenforceable by judgment or decree of a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision, or parts of a provision,

hereof, and this Lease shall be construed to the greatest extent possible as if invalid, illegal or unenforceable provision, or part of a provision, had never been contained herein.

19. **Amendments.** No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the effective date hereof, and executed by the parties hereto or by their respective heirs, personal representatives, successors or, where permitted hereunder, their assigns. This Lease constitutes the sole agreement and understanding between Landlord and Tenant with respect to subject matter of this Lease, and there are no unwritten agreements between the parties with respect to the subject matter thereof, nor are representations or warranties on the part of Landlord except as expressly set forth in this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the ____ day of _____, 20____.

CITY OF SOUR LAKE, TEXAS

HARDIN COUNTY – HEALTH DEPARTMENT/WIC

Amanda Young, Commissioner PCT 3

Wayne McDaniel, Hardin County Judge

Date

Date