

IV.

ORDINANCES

This Lease Agreement is hereby made subject to the limitations, conditions, and provisions of any ordinance of the CITY OF BRYAN now or hereinafter enforced relating to the rights of LESSEE.

V.

INSURANCE

LESSEE agrees to secure and maintain Commercial General Liability (CGL) insurance in an amount of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. Said insurance policies shall be written on a standard ISO "occurrence" form and include contractual liability including the tort liability of another assumed in a contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the LESSOR. The LESSOR and its agents, officers, officials, and employees shall be listed as an additional insured. Said policies of insurance shall be issued by a company or companies authorized to do business in the State of Texas and acceptable to LESSOR. Prior to taking occupancy, LESSEE shall furnish LESSOR with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with these insurance requirements. LESSEE shall provide LESSOR a minimum thirty (30) days' written notice prior to the cancellation or material change of any said insurance policies.

LESSOR does not represent that said coverage and limits will necessarily be adequate to protect LESSEE, and such coverage and limits shall not be deemed as a limitation on LESSEE'S liability under the indemnity agreement contained herein in Article VIII.

VI.

IMPROVEMENTS

All additions, extensions, alterations, improvements, repairs and restoration to and of said premises, now or hereafter made by LESSEE, and the plans, construction, and workmanship therefore, shall be in accordance with the laws, ordinances, and building rules and regulations applicable thereto, as well as all requirements and any underwriters or board of insurance rating body necessary and property to made the Leased Premises a first class facility.

Prior to the performance of any such work, LESSEE shall submit to LESSOR such waivers of and such indemnity against any mechanics', materialmen's, or other liens on account of said work as shall be satisfactory to LESSOR.

The material used in said work shall be of good quality, and the work shall be done in a substantial workmanlike manner. LESSEE shall promptly pay all labor, material, architect services, and superintendents employees in the performance of said work and shall indemnify and save said premises

harmless against any penalty, claim, loss, damage, cost, attorney's fees, accident or other occurrence connected therewith.

LESSEE shall not in connection with said work or for any other purpose whatsoever create any lien upon the Leased Premises or upon any additions, extensions, alterations, or improvements thereto or thereon or in any way encumber the same or LESSOR's title thereto.

VII.

CONDITION AND MAINTENANCE OF LEASED PREMISES

LESSEE has inspected the premises and accepts the premises in the condition that it is currently in. LESSOR will, at no time during the term hereof, by at any expense or have any duty whatsoever with regard to any maintenance of or repairs of the Leased Premises whether currently existing or not.

In the use, maintenance, repair, and policing of said premises adjoining public areas and places, LESSEE shall not act to disturb or offend any adjacent property owner. LESSOR shall have the right to enter upon and inspect the Leased Premises at all reasonable times. LESSEE agrees not to change, nor allow to be changed, survey markers or the location of any outside boundary fences enclosing the Lease Premises.

VIII.

INDEMNIFICATION

LESSEE agrees to defend, indemnify and save LESSOR and all its officers, agents, and employees, harmless from every suit, action, penalty, claim, loss, cost, damage, attorney's fees and expenses resulting from any failure of observance of any provision of this lease to be performed by or on behalf of LESSEE.

LESSOR shall not be liable for damages to LESSEE arising from any act of any third party.

LESSEE agrees to indemnify and save harmless LESSOR from and against all claims of whatever nature arising from any negligent act, omission or negligence of LESSEE, or LESSEE's agent, or any person utilizing the Leased Premises, whether a member of LESSEE's organization or not, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof in LESSEE's Leased Premises, or arising from any accident, injury, or damage occurring outside of the Leased Premises.

The indemnity and hold harmless agreement shall include indemnity in favor of the LESSOR against all reasonable costs, expenses and liabilities relating to or in connection with any such claim or proceeding and the defense thereof, including attorney's fees and court costs incurred by LESSOR, with choice of attorney to be made at LESSOR's sole discretion.

LESSEE shall pay all costs, attorney's fees and expenses incurred by LESSOR in the event that LESSOR must defend any action by any third party or enforce the terms of this lease.

IX.

TERMINATION

If at any time during the term of this LESSEE shall be in default in the performance of any of the agreements herein contained, and such default shall continue for a period of thirty (30) days after notice thereof in writing has been tendered by LESSOR, it shall be lawful for LESSOR at its election at or after the expiration of said thirty (30) days to declare said lease term ended and enter onto said premises either with or without process of law; LESSEE hereby waiving any demand for possession of said premises.

If, however, the LESSEE is found to be in violation of the provisions contained in the second and third paragraphs of Section III ("Purpose") of the Lease, LESSEE shall correct all violations and come into full and complete compliance with the above referenced provisions within five (5) days after receiving notice of such violations from LESSOR. If, in LESSOR'S sole judgment, the violation has not been remedied by the end of the five (5) day period, it shall be lawful for the LESSOR to declare said lease term ended and to enter onto said premises either with or without process of law; LESSEE hereby waiving any demand for possession of said premises.

Upon the termination of said lease term at the election of LESSOR, LESSEE will surrender said premises peaceably to LESSOR.

The various power selections and remedies of LESSOR shall be deemed to be construed as cumulative and no one of them is exclusive of any other right or remedy allowed by law.

No waiver of any breach of any of the covenants of this lease shall be construed to be a waiver of or breach of the same or other covenants.

This lease shall be terminated by the adjudication of the LESSEE as a bankrupt under the provisions of any Bankruptcy Act, and LESSEE, shall immediately yield possession of said Lease Premises to LESSOR, including all additions and improvements thereto or thereon.

At the expiration of the term of the lease, LESSEE shall vacate the premises. Any holdover shall only be authorized upon the express written consent of LESSOR, and shall only be on a month-to-month term.

X.

NOTICES

Notices to the parties herein may be served by mailing a certified copy, return receipt requested, to the following addresses:

LESSOR:

CITY OF BRYAN
ATTN: Parks and Recreation Director
Parks and Recreation Department
P.O. Box 1000
Bryan, Texas 77805

LESSEE:

BRAZOS COUNTY ARCHERY CLUB
ATTN: Brad Timmerman
Brazos County Archery Club
7405 Planter's Loop
Bryan, TX 77808

XI.

SEVERABILITY

If any provision of this lease is held to be illegal, invalid or unenforceable under present or future laws effective while this lease is in effect, such provision shall be automatically deleted from this lease and the legality, validity and enforceability of the remaining provisions of this lease shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this lease a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.

XII.

TEXAS LAW TO APPLY

This lease shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in the City of Bryan, Texas. Venue for any litigation arising under this lease shall be in a court of appropriate jurisdiction in Brazos County, Texas.

XIII.

SOLE AGREEMENT

This lease constitutes the sole and only agreement of the Parties hereto respecting the subject matter covered by this lease, and supersedes any prior understandings or written or oral agreements between the parties.

XIV.

AMENDMENTS

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

XV.

RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Failure of any party, at any time, to enforce a provision of this lease, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this lease, any part hereof,

or the right of either party thereafter to enforce each and every provision hereof. No term of this lease shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

XVI.

HEADINGS

The paragraph headings contained in this lease are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs.

XVII.

GENDER AND NUMBER

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

Executed in duplicate originals this the _____ day of _____, _____ at Bryan, Texas, where this lease contract is performable and enforceable.

APPROVED AS TO FORM

LESSOR: CITY OF BRYAN TEXAS

Janis K. Hampton
City Attorney

Jason P. Bienski
Mayor

ATTEST:

LESSEE: Brazos County Archery Club

Mary Lynne Stratta
City Secretary

Brad Timmerman
President