

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF DENTON AND THE DENTON CHAMBER OF COMMERCE FOR THE USE AND OCCUPANCY OF APPROXIMATELY 1600 SQUARE FEET OF OFFICE SPACE AND 100 SQUARE FEET OF STORAGE SPACE IN THE CITY BUILDING AT 401 NORTH ELM STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City") owns property located at 401 North Elm Street, located in Abstract 185 of the BBB and CRR Survey (the "Property"); and

WHEREAS, the Denton Chamber of Commerce ("Chamber") desires to lease office and storage space in the City's building on the Property; and

WHEREAS, Chamber has requested to lease approximately 1600 square feet of office space and 100 square feet of storage space at the Property, and the City Council finds it is in the public interest to lease the space to the Chamber pursuant to the terms and conditions outlined in the Lease Agreement ("Lease") attached hereto as Exhibit "A;" NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager, or his designee, is hereby authorized to execute on behalf of the City the Lease, as attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. The City Manager, or his designee, is further authorized to carry out all duties and obligations to be performed by the City under the Lease, including, but not limited to, signing ancillary documents such as consents to assignment.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. The ordinance was passed and approved by the following vote [__ - __]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Birdia Johnson, District 1:	_____	_____	_____	_____
Connie Baker, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
John Ryan, District 4:	_____	_____	_____	_____
Deb Armintor, At Large Place 5:	_____	_____	_____	_____
Paul Meltzer, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2021.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By:  _____

Lease Agreement

Basic Terms

Effective Date: February 15, 2021

Landlord: City of Denton

Landlord's Address: 215 E. McKinney, Denton, Texas 76201

Tenant: Denton Chamber of Commerce

Tenant's Address: 414 W. Parkway St., Denton, Texas 76201

Premises – As described on Exhibit "A," attached hereto.

Term: Effective Date to January 31, 2026

Commencement Date: The Effective Date or February 15, 2021

Termination Date: (i) January 31, 2026; (ii) earlier termination of this Lease, as provided herein; or (iii) surrender of the Premises by Tenant to Landlord, whichever is the earlier to occur.

Rent: The consideration for this Lease is seventeen thousand-six hundred dollars (\$17,600) annually, with rent payments made on or before the first of each month in the amount of one thousand-four hundred sixty-six dollars and sixty-seven cents (\$1,466.67).

Permitted Use: Office and storage space and no other uses.

Tenant's Insurance: As required by Insurance Addendum, attached hereto as Exhibit "B"

Landlord's Insurance: Self-Insured

Tenant's Rebuilding Obligations: If the Premises are damaged by fire or other elements to the extent the Permitted Use may not continue absent repair, this Lease shall terminate.

Definitions

“Arises.” An Environmental Claim or Environmental Cleanup Liability shall be deemed to Arise upon each discrete Release of a Chemical Substance.

“Chemical Substances” shall mean any chemical substance, including, but not limited to, any sort of pollutants, contaminants, chemicals, raw materials, metals, intermediates, products, industrial, solid, toxic or hazardous substances, materials, wastes, asbestos, asbestos-containing materials, polychlorinated biphenyls, or petroleum products, including crude oil or any derived product or component thereof, including, without limitation, gasoline and any material or substance of any kind containing any of the above.

“Environmental Claim” shall mean any claim, demand, action, suit or proceeding for the injury, disease or death of any person (including, without limitation, the Tenant, or Tenant’s successors, assigns, employees, agents and/or representatives), property damage, damage to the environment, or damage to natural resources made, arising or alleged to arise under, or relating to, any Environmental Law. Environmental Claim includes any damages, settlement amounts, fines and penalties assessed or costs of complying with any orders or decrees of courts, administrative tribunals or other governmental entities associated with resolving such claims, demands, actions, suits or proceedings and any costs, expenses and fees, including, without limitation, reasonable attorney’s fees, incurred in the investigation, defense and resolution of such claims, demands, actions, suits and proceedings.

“Environmental Cleanup Liability” shall mean any cost or expense of any nature whatsoever incurred to investigate, contain, remove, remedy, respond to, clean up, or abate any Release of Chemical Substances or other contamination or pollution of the air, surface water, groundwater, land surface or subsurface strata related to the operation, occupation, use, maintenance, abandonment or ownership of the Premises, whether such Release, contamination or pollution is located on, within, under or above the Premises or is located on, within, under or above any other lands or property including, but not limited to, any Release of Chemical Substances or other contamination or pollution arising out of or resulting from the manufacture, generation, formulation, processing, labeling, distribution, introduction into environment or commerce, or on site or off site use, treatment, handling, storage, disposal, or transportation of any Chemical Substance. Environmental Cleanup Liability includes, without limitation, any judgments, damages, settlements, costs or expenses (including, without limitation, attorneys’, consultants, and experts’ fees and expenses) incurred with respect to (i) any investigation, study, assessment, legal representation, cost recovery by a governmental agency or third party, or monitoring or testing in connection therewith, (ii) the Premises, as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, response, cleanup or abatement, and (iii) the resolution of such liabilities.

“Environmental Law” means any statutes or legal requirements relating to or regulating pollution, worker, employee and occupational safety and health, protection or cleanup of the environment or damage to or remediation of damage to real property and natural resources (including, but not limited to, ambient air, surface water, groundwater, and land surface or subsurface strata)

including, without limitation, legal requirements contained in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., as amended (CERCLA); the Resources Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., as amended (RCRA); the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499, as amended (SARA); the Clean Air Act, 42 U.S.C. § 7401, et seq., as amended; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., as amended; the National Environmental Policy Act, 42 U.S.C. § 4321, et seq., as amended (NEPA); and the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq., as amended; and/or any other federal, state or local laws, statutes, ordinances, rules, regulations or orders (including decisions of any court or administrative body) relating to pollution, worker, employee and occupational safety and health, damage to and protection or cleanup of, the environment, real property and/or natural resources as described above. Environmental Law shall also mean the Toxic Substance Control Act, 15 U.S.C. § 2601, et seq., as amended (TOSCA), and/or any other federal, state (including, without limitation, laws with respect to trespass, nuisance and other torts or similar legal theories which may be applied to establish liability or responsibility for Environmental Cleanup or Environmental Claims) or local laws, statutes, ordinances, rules, regulations or orders (including decisions of any court or administrative body) relating to (i) release, containment, removal, remediation, response, cleanup or abatement of any sort of Chemical Substance, (ii) the manufacture, generation, formulation, processing, labeling, distribution, introduction into environment or commerce, use, treatment, handling, storage, disposal or transportation of any Chemical Substance, (iii) exposure of persons, including agents, contractors and employees of Tenant, to any Chemical Substance and other occupational safety or health matters, or (iv) the environmental hazards relating to the physical structure or condition of a building, facility, tank, fixture or other structure, including, without limitation, those relating to the management, use, storage, disposal, cleanup or removal of any Chemical Substance.

“Injury” means (a) damage, harm to or impairment or loss of property or its use, including without limitation, personal property, real property and/or natural resources, and (b) harm to or death of a person.

“Landlord” means Landlord and its elected officials, agents, employees, invitees, licensees, or visitors.

“Release” shall mean any spilling, leaking, pumping, pouring, emitting, spraying, emptying, discharging, escaping, leaching, dumping or disposing, in any way, manner or form, of any Chemical Substance into the environment (including, but not limited to, the ambient air, surface water, groundwater and/or land surface or subsurface strata) of any kind whatsoever (including without limitation the abandonment or temporary abandonment or discarding of barrels, containers, tanks or other receptacles containing or previously containing any Chemical Substance).

“Tenant” means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to:

1. Lease the Premises as described in Exhibit "C" for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. ACCEPT THE PREMISES IN THEIR PRESENT CONDITION "AS IS," "WHERE IS" AND "WITH ALL FAULTS". TENANT STIPULATES THAT IT HAS THOROUGHLY INSPECTED THE PREMISES AND FINDS THAT THE PREMISES IS CURRENTLY SUITABLE FOR THE PERMITTED USE. LANDLORD MAKES NO REPRESENTATION, COVENANTS OR WARRANTIES, EXPRESSED, IMPLIED OR OF ANY KIND OR NATURE CONCERNING OR WITH RESPECT TO THE PREMISES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, QUALITY, HABITABILITY, SUITABILITY, OR FITNESS FOR PARTICULAR PURPOSE OR USE. TENANT STIPULATES TO LANDLORD THAT IT HAS PREVIOUSLY OCCUPIED THE PREMISES AND IS AWARE OF THE CONDITION OF THE PROPERTY. TENANT REPRESENTS AND WARRANTS TO LANDLORD THAT THERE HAVE BEEN NO CHEMICAL SUBSTANCES CONTAINED OR STORED OR THAT HAVE BEEN RELEASED IN OR ON THE PREMISES DURING THE LEASE TERM THAT WOULD RESULT IN AN ENVIRONMENTAL CLAIM OR ENVIRONMENTAL CLEANUP LIABILITY.

3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises, and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

4. Allow Landlord to enter the Premises to perform Landlord's obligations, if any, and inspect the Premises.

5. Maintain the Premises in a good state of condition, normal wear and tear excepted. Notwithstanding the obligation to maintain the Premises, if so desired by Tenant, Tenant may repair and replace any and all parts of the Premises damaged during the Term hereof, in its entirety. In the event Tenant does not desire to repair or replace the Premises, it shall be under no obligation to do so but remit any proceeds or monies attributable to damage or loss of the buildings, structures, improvements and other facilities that are fixtures to the Property, received by Tenant from insurance coverage required herein to Landlord upon such election. Tenant hereby expressly stipulates that Landlord is not obligated to repair, replace, or maintain, any part or parcel of the Premises, including without limitation, roof systems, HVAC systems, wall systems, foundations, windows, and doors.

6. Vacate, in its entirety, the Premises on or before the Termination Date. Tenant shall remove all personal property, trade fixtures and any other property, excepting the buildings, structures, improvements and other facilities that are fixtures, other than trade fixtures, to the Premises (collectively, "Tenant's Personal Property") owned by it from the Premises on or before

the Termination Date or earlier termination of this Temporary Lease, whichever is earlier to occur, and shall execute a written stipulation waiving any and all rights the Tenant may have to the Premises and such property.

7. INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY DAMAGE OR INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN OR RELATED TO ANY PORTION OF THE PREMISES CAUSED BY TENANT'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

8. THE INDEMNITIES CONTAINED IN PARAGRAPH 7 ARE (A) INDEPENDENT OF TENANT'S INSURANCE, (B) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (C) WILL NOT SURVIVE THE END OF THE TERM, AND (D) WILL APPLY EVEN IF AN INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, OF ANY KIND, TYPE, OR DEGREE, OR STRICT LIABILITY OF LANDLORD.

9. During the term of this Lease, Tenant will not locate, store or dispose in or on, or release or discharge from (including groundwater contamination) the Premises, any Chemical Substances that could result in an Environmental Claim or Environmental Cleanup Liability.

10. Tenant shall, at no cost or expense to Landlord, take all actions necessary to comply with all Environmental Laws affecting the Premises.

11. Any of Tenant's Personal Property remaining on the Premises after the Termination Date shall be deemed Abandoned Property, as prescribed by Section E.19., below, and may be disposed of by Landlord in any manner prescribed by Section E.19., below.

12. In consideration for the use of the Leased Premises herein granted, Lessee shall pay to City the following rental amounts (the "Rent"). The annual rent shall be in the sum of \$11.00 per net square foot, as determined and provided in Exhibit C, said sum being stipulated herein as Seventeen Thousand, Six Hundred Dollars and No Cents (\$17,600.00) (sales tax included), payable in twelve equal monthly installments of One Thousand, Four Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$1,466.67) (sales tax included). **The first payment shall be made prior to Lessee entering the Premises to take possession under this Lease in the pro-rated amount of Seven Hundred, Thirty-Three Dollars and Thirty-Four Cents (\$733.34).** All subsequent rental payments will be due in advance on the first of each calendar month thereafter. The City will mail a courtesy statement on or about the fifteenth of each month. Failure to receive the statement in a timely manner does not absolve Lessee from making rental payment on the first of each month. The Rent shall be payable at the City's offices of the Customer Service Department of the City of Denton, 601 E. Hickory St., Denton, Texas, 76205, unless otherwise designated in writing by the City.

13. Comply with Landlord requirements related to health and safety protocols, distancing requirements, face covering requirements, or other protective measures related to COVID-19.

B. Tenant agrees not to:

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
5. Change the lock system of the Premises.
6. Alter the Premises in any material respect.
7. Allow a lien to be placed on the Premises.
8. Assign this Lease or sublease any portion of the Premises.

C. Landlord agrees to:

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the earlier to occur of (i) Termination Date; or (ii) upon surrender of the Premises by Tenant to Landlord prior to the Termination Date.
2. Provide furniture for workspaces as outlined in Exhibit C.
3. Obtain and pay for all utility services used by Tenant.
4. Pay all costs related to the utilities and janitorial services, of any kind or nature, related to the Premises.
5. Provide tenant with access to shared spaces, common areas, conference rooms, and training rooms, subject to scheduling availability.
6. Provide tenant with access to approximately 100 square feet of storage space within a shared storage area on Premises.
7. Provide Tenant 24/7/365 access to the facility via keys, fobs, or other security devices.

D. Landlord agrees not to:

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default hereunder.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions, improvements or alterations to the Premises made by Tenant must be consented to by Landlord, in its sole and absolute discretion.

2. *Insurance.* Tenant will maintain the insurance coverages described in the attached Insurance Addendum during the Term of this Lease.

3. *Renewal.* No later than 120 days before the end of the initial term of this Lease, the parties may agree in writing for one (1) extension of the lease term for an additional five (5) year term at a new lease rate consistent with fair market value as determined by the Lessor at Lessor's expense by a property appraisal. The granting of such extension shall be in the sole discretion of the City upon a written request by Lessee to be provided to the City not less than one hundred eighty (180) days from termination. The renewal may be executed by a letter agreement signed by the City Manager, approved by the City Council, and the President of the Chamber. However, the foregoing shall not preclude the parties from entering into a new lease to be effective after the expiration of the Lease Term.

4. *Release of Claims/Subrogation.* **TENANT RELEASES LANDLORD FROM ANY AND ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES INCIDENT TO, ARISING FROM OR RELATED TO TENANT'S OCCUPATION OF THE PREMISES. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, OF ANY KIND, TYPE OR DEGREE, OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF LANDLORD.**

5. *Casualty/Total or Partial Destruction.* If the Premises are damaged by casualty to the extent the Permitted Use may not continue absent repair, unless the Premises is repaired by Tenant as provided in Section A.7., above, this Lease will terminate without liability of any kind to Landlord.

6. *Condemnation/Substantial or Partial Taking*

- a. If the Premises cannot be used for the purposes contemplated by this Lease because of condemnation or purchase in lieu of condemnation, this Lease will terminate.

- b. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

7. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this Lease within thirty (30) calendar days after written notice.

8. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are solely to either (i) enforce the terms of this Lease by specific performance; or (ii) terminate this Lease. **THE REMEDIES OF TENANT AS SET FORTH HEREIN ARE SOLE AND EXCLUSIVE AND TENANT WAIVES ANY OTHER RIGHT OR REMEDY THAT MIGHT BE AVAILABLE.**

9. *Default by Tenant/Events.* Defaults by Tenant are (a) Tenant abandoning or vacating a substantial portion of the Premises without surrendering the Premises to Landlord, (b) Tenant failing to comply, within five (5) calendar days after written notice, with any provision of this Lease other than the default set forth in (a) above, which shall require no notice of default to Tenant; (c) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors; (d) a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant; (e) Tenant shall file a voluntary petition in bankruptcy or admit in writing that it is unable to pay its debts as they become due; (f) Tenant shall apply for or consent to the appointment of a receiver, trustee, custodian, intervener or liquidator of itself or of all or substantial part of its assets; (g) Tenant shall file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization or insolvency proceeding; and (h) any of Tenant's representations or warranties contained in this Lease are untrue at any time during the Term.

10. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, (b) terminate this Lease by written notice to Tenant, or (c) pursue condemnation of the leasehold estate. **THE REMEDIES OF LANDLORD AS SET FORTH HEREIN ARE SOLE AND EXCLUSIVE AND LANDLORD WAIVES ANY OTHER RIGHT OR REMEDY THAT MIGHT BE AVAILABLE, EXCEPT FOR THE EXERCISE OF EMINENT DOMAIN, IF NECESSARY.**

11. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Except as to the sole and exclusive remedies of Tenant and Landlord, pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by applicable law.

12. *Holdover.* If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at sufferance. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term. Tenant stipulates that its possession of the Premises after the expiration of the Term, as a tenant of sufferance, will cause damage to Landlord in excess of fair market value of rent resulting, in part, due to delays to Landlord construction projects.

13. *Lease of Commercial Rental Property.* Tenant represents and warrants that the Premises is commercial rental property, as defined in Chapter 93 of the Texas Property Code.

14. *Attorney's Fees.* If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

15. *Venue.* EXCLUSIVE VENUE FOR ANY ACTION HEREUNDER IS IN DENTON COUNTY, TEXAS, THE COUNTY IN WHICH THE PREMISES ARE LOCATED.

16. *Entire Agreement.* This Lease, together with the attached exhibits and addendums, comprises the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or occupation of the Premises.

17. *Amendment of Lease.* This Lease may be amended only by an instrument in writing, duly authorized and signed by Landlord and Tenant. Notwithstanding anything to the contrary herein, the authority to amend this Lease by Landlord is not delegated by the City Council of Landlord.

18. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, SUITABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

19. *Notices.* Any notice given by one party to the other in connection with this Lease shall be in writing and shall be sent by certified mail, return receipt requested, with postage fees prepaid, or via facsimile or electronic mail as follows:

A. If to Landlord, addressed to:

Denton City Manager
215 E. McKinney
Denton, Texas 76201
Fax No. 940.349.8596

w/copy to:

City of Denton - Real Estate Division
401 N. Elm Street
Denton, Texas 76201
Fax No. 940.349.8951

B. If to Tenant, addressed to:
Denton Chamber of Commerce
Attn: Chamber President
PO Box 1719
Denton, TX 76202
E-mail: erica@denton-chamber.org

Notice shall be deemed received for all purposes when placed in the United States mail, as set forth herein, or when delivered by telephonic facsimile or e-mail to the other party at the facsimile number(s) or e-mail address provided above.

20. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property, of any kind or type, including without limitation, Tenant's Personal Property left or remaining on the Premises after the Termination Date ("Abandoned Property") without liability of any kind to Landlord and without payment of consideration of any kind to Tenant.

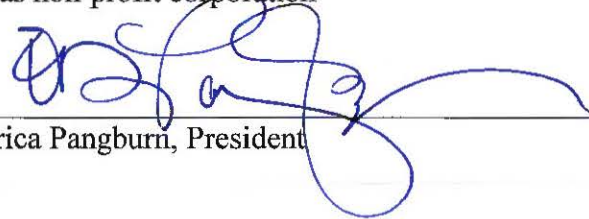
21. *No Broker.* Tenant represents and warrants Landlord that it has not contracted with or otherwise retained any broker or any other third party related to this Lease to whom any commission or other fee may be payable.

22. *Authority of Tenant.* Tenant represents and warrants to Landlord that it has taken all actions necessary to authorize the party executing this Lease to bind, in all respects, Tenant to all terms and provisions of this Lease, and that such person possesses the authority to execute this Lease and bind Tenant hereto.

23. *Delegation of Authority.* Except as otherwise expressly provided herein, any action that is to be or may be taken by Landlord under this Lease is hereby delegated by Landlord, pursuant to approval of this Lease by City Council of Landlord, to the City Engineer of Landlord, or his designee.

TENANT:

Denton Chamber of Commerce,
a Texas non-profit corporation

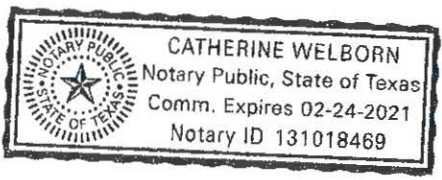
By: 
Erica Pangburn, President

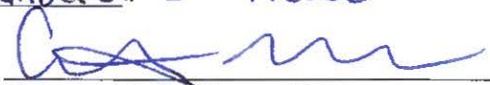
ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on this 3rd day of February, 2021,
by Erica Pangburn, President, a Texas non-profit corp., on
behalf of said Denton Chamber of Commerce




Notary Public, State of Texas
My commission expires: 2-24-2021

LANDLORD:

CITY OF DENTON

BY: _____
Todd Hileman, City Manager

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY:  _____

THIS AGREEMENT HAS BEEN BOTH
REVIEWED AND APPROVED AS TO
Financial and operational obligations and
Business terms.

BY:  _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____,
20__ by Todd Hileman, City Manager of the City of Denton, on behalf of the City of Denton.

Notary Public, State of Texas
My commission expires: _____

Exhibit "A"
To
Lease
Legal Description

a 2.703 acre tract in the BBB and C. RR Company Survey, Abstract No. 185, City of Denton, Denton County, Texas.

Exhibit "B"

To
Lease
Insurance

Tenant shall procure and carry, at its sole cost and expense during the term of this Lease and as otherwise may be provided in this Lease, insurance protection as hereinafter specified, in form and substance satisfactory to Landlord, carried with an insurance company (or companies) authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Lease, including without limitation, the indemnity obligations set forth herein.

Tenant shall obtain and maintain the following insurance coverages in full force and effect during the term of this Lease, and if coverage is afforded on a Claims Made basis, for three (3) years thereafter as concerns the Environmental Liability Coverage:

Commercial General Liability:

Per Occurrence Limit: \$1,000,000

Aggregate Limit: \$2,000,000

Business Automobile Liability (providing coverage for owned, non-owned and hired automobiles):

Per Occurrence Limit \$ 500,000

Aggregate Limit: \$1,000,000

Property Insurance:

All risk property coverage on all buildings, attachments and improvements, including the contents of all buildings, attachments and improvements, on a full replacement cost basis.

Landlord shall be listed as an Additional Insured with respect to the Commercial General Liability and Business Automobile Liability and shall be granted a waiver of subrogation under both policies. Landlord shall be listed as a Loss Payee with respect to the all risk property coverage. Tenant will provide a Certificate of Insurance on or before the Effective Date of this Lease to the Landlord as evidence of coverage. The Certificate will provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the certificate.

All insurance carriers must be admitted to do business in the state of Texas and have an AM Best's Rating of A-VII or better.

All policies should be written on an occurrence basis. If a policy is written on a "claims made" basis the Tenant shall provide evidence of continued coverage, or "tail coverage" for a period of three (3) years following the expiration of this Lease.

Exhibit "C"
Leased Premises

Leased Premises:

Approximately 1,600 square feet of office space as depicted to include 16 desks in WAE and approximately 100 square feet of storage space in IDF B.

