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|  | **LEASE AGREEMENT** |

This Lease Agreement (“Agreement”) is entered into by and between Alamo Community College District (“Alamo Colleges District” or “Landlord”), a public junior college and political subdivision of the State of Texas, and \_ (“Tenant”).

**TERMS AND DEFINITIONS**

**Date:** \_, 20 \_

**Landlord:** ALAMO COMMUNITY COLLEGE DISTRICT (“Alamo Colleges District”)

**Landlord Mailing Address:** ALAMO COMMUNITY COLLEGE DISTRICT

2222 North Alamo

San Antonio, Bexar County,Texas 78215

**Tenant Exact Legal Name:** \_

**Tenant Mailing Address:**  \_

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**Premises:**

Approximate Square Feet: \_ square feet

Name of Building: \_

Street Address/Suite: \_

\_

\_

\_

**Base Rent (monthly):** The Tenant agrees to pay rent at the rate of \_ AND \_/100 DOLLARS ($\_ ) per month, made by check payable to ALAMO COMMUNITY COLLEGE DISTRICT, payable in advance for the quarter prior to the period being covered, and forwarded as follows: ALAMO COMMUNITY COLLEGE DISTRICT

Accounts Receivable

2222 North Alamo Street

San Antonio, Texas 78215

**Term (months):** ( ) months

**Commencement Date:** \_, 20 \_

**Termination Date:** \_, 20 \_

**Security Deposit:** None

**Use:** \_

**Guarantors:** None

**“Rent”** means base rent plus any other sums of money due Landlord by Tenant.

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

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

**“Essential Services”** means heating, ventilating, air conditioning, water, and utility connections reasonably necessary for occupancy of the premises for the use stated above.

**“Common Areas”** means all facilities and areas of the building that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the building. Landlord shall have the exclusive control over and right to manage the common areas.

**“Building Operating Hours”** means \_ :00 a.m. to \_:00 p.m. Monday through Friday, except Landlord holidays and breaks.

**“Parking Facility”** means the facility or area adjoining the building.

**LEASE CLAUSES AND COVENANTS**

**Tenant agrees to--**

1. Lease the premises for the entire term beginning on the commencement date and ending on the termination date.

2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the premises, including the rules and regulations of the building, and parking facility, if any, adopted by Landlord, and, if Tenant is a public high school, all legal requirements of a public high school, all at its own expense, including any revisions to the leased Premises required from their current condition to achieve such compliance, including, without limitation, Texas Education Code,Chapter 37, which addresses safe schools, student discipline, and behavior management (in which case College will assist Tenant by providing the College Emergency Operations Plan).

3. Obtain at its own cost liability insurance to cover Tenant’s use of the Facility at the following minimum levels of coverage:

WORKERS’ COMPENSATION STATUTORY

Must include coverage for alternate employers and borrowed servants

Include a Waiver of Subrogation (WOS) in favor of Alamo Colleges District

EMPLOYER’S LIABILITY

Each Accident (bodily injury) $500,000.00 Policy Limit (bodily injury by disease) $500,000.00

Each Employee (bodily injury by disease) $500,000.00

GENERAL COMMERCIAL LIABILITY

General Aggregate $2,000,000.00

Each Occurrence (bodily injury/property damage) $1,000,000.00

Each Occurrence (personal injury/advertising injury) $1,000,000.00

Each Occurrence (Damage to Premises Rented To You) $1,000,000.00

All coverage must be primary and non-contributory

BUSINESS AUTOMOBILE LIABILITY

(if service vehicle operated on property owned or controlled by ACCD)

Combined Single Limit (bodily injury/property damage) $1,000,000.00

Must include all owned, non-owned and hired vehicle

UMBRELLA/EXCESS LIABILITY

Each Occurrence $1,000,000.00

POLLUTION ON-SITE LIABILITY (required if premises is a laboratory)

Each Occurrence $1,000,000.00

All liability policies must include a WOS in favor of Alamo Colleges District.

**Tenant shall, at the time of execution of this Agreement, provide Landlord with a copy of a certificate showing “Alamo Community College District” as an additional insured under the policy with an accompanying Waiver of Subrogation.**

4. Pay in advance the base rent to Landlord at Landlord’s address.

5. Pay, as additional rent, all other sums due under this lease.

6. Allow Landlord to enter the premises to perform Landlord’s obligations, inspect the premises, and show the premises to prospective purchasers or tenants.

7. Repair any damage to the premises or the parking facility, if any, caused by Tenant.

8. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

9. Maintain insurance on Tenant’s personal property.

10. **Release** Landlord from all liability arising under this Agreement or relating to the building or any of the Landlord’s property, INCLUDING, BUT NOT LIMITED TO, LIABILITY RESULTING FROM LANDLORD’S NEGLIGENCE, WHETHER CONTRIBUTORY, SOLE, OR JOINT, arising out of or related to this Agreement, with the sole exception of direct but not consequential contractual damages resulting from breach of this Agreement.

11. **Indemnification of Alamo Colleges District and Affiliates and Release of Affiliates.** Tenant, to the extent permitted by Texas law, AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Landlord, its Board of Trustees, officers, employees, contractors, agents and assigns (“Protected Parties”) from and against, and to pay to Protected Parties on demand, the amount of, any and all costs resulting from any complaints, claims, liabilities suits, damages, judgments, penalties, fines, settlements, losses and expenses (including legal fees, expert witness fees and other legal expenses and court costs), of whatsoever kind and nature, imposed upon, incurred by, or asserted against Protected Parties in any way related to or resulting from the execution, enforcement, or performance of this Agreement, or from Tenant’s use of Landlord’ facilities (“Claims”). Tenant’s duty to indemnify, defend, and hold harmless Protected Parties includes, but is not limited to, Claims resulting from bodily injury or death of persons, or from damage to property and the resulting loss of its use, regardless of the ownership of such property and the identity of such persons, EVEN IF CAUSED IN PART BY THE NEGLIGENCE OF THE PROTECTED PARTY CLAIMING INDEMNITY, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THAT PROTECTED PARTY. TENANT HEREBY RELEASES PROTECTED PARTIES OTHER THAN ALAMO COLLEGES DISTRICT from any and all Claims arising under this Agreement, EVEN IF CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY. Alamo Colleges District is a state governmental unit that is prohibited by law from indemnifying other parties pursuant to applicable Texas Attorney-General opinions. Notwithstanding anything appearing elsewhere to the contrary, there shall be no special assumption of liability, and no indemnification or “holding harmless” of Contractor, or any other party, by Alamo Colleges District, regardless of how characterized.

12. Deliver certificates of insurance to Landlord upon executed of this Agreement and thereafter when requested.

13. Vacate the premises in broom-clean condition (in the condition existing at the commencement date, normal wear and tear excepted) and return all keys to the premises on termination of this lease, removing only personal items belonging to Tenant.

14. On request, execute an estoppel certificate that states the commencement and termination dates of the lease, identifies any amendments to the lease, describes any rights to extend the lease term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

15. Arrange with Landlord in advance for any heating, air conditioning, or electrical needs in excess of the services provided by Landlord and pay for such additional services as reasonably billed by Landlord.

16. Prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any Hazardous Materials (defined herein) on, under, in, above, to or from the Premises. For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes, materials or other substances of any kind or character that are or become regulated as hazardous or toxic wastes or substances, or which require special handling or treatment, under any applicable Environmental Laws, but shall exclude any Hazardous Materials typically found in commercial construction, cleaning and medical products used and disposed of in accordance with applicable laws, rules and regulations of all governmental authorities having jurisdiction over Landlord, Tenant or the Premises.

17. Maintain Tenant employee behavior, discipline and safety measures (and student and/or client, as applicable) reasonably satisfactory to Landlord.

18. Not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility, or to discriminate, harass or retaliate on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status, income level, limited English proficiency or political affiliation.

**Tenant agrees not to--**

1. Use the premises for any purpose other than that stated in the basic lease terms and definitions.

2. (a) Create a nuisance, (b) interfere with any other tenants’ normal business operations or Landlord's management and/or use of the building, (c) permit any waste, or (d) use the premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.

3. Change Landlord’s lock system.

4. Alter the premises without Landlord’s permission.

5. Allow a lien to be placed on the premises.

6. Assign this lease or sublease any portion of the premises without Landlord’s written consent. Any such assignment or sublease without prior written consent is void.

**Landlord agrees to--**

1. Lease to Tenant the premises for the entire term beginning on the commencement date and ending on the termination date.

2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the building, and the parking facility, if any.

3. Provide normal utility-service connections to the building.

4. Provide the following services: (a) air conditioning and heating to the premises reasonable for Tenant's use (exclusive of air conditioning or heating for electronic data processing or other specialized equipment and subject to existing equipment only - no obligation to repair) during building operating hours and at such other times at such additional cost as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) electric current for normal office machines and building's standard lighting reasonable for Tenant's use; and (d) lighting in common areas and fluorescent lights in building's standard light fixtures on the premises.

**Landlord agrees not to--**

1. Interfere with Tenant’s possession of the premises as long as Tenant is not in default.

**Landlord and Tenant agree to the following:**

1. **Alterations.** Any physical additions or improvements to the premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the premises to the condition existing at the commencement date, normal wear excepted. No physical additions or improvements to the premises may be made by the Tenant without the Landlord’s prior written consent.

2. **Abatement.** Tenant’s covenant to pay rent and Landlord’s covenants are independent of each other. Except as otherwise provided, Tenant shall not be entitled to abate rent for any reason.

3. **Casualty/Total or Partial Destruction.** (a) If the premises are damaged by casualty, Tenant may terminate this lease by written notice to Landlord and the rent will be adjusted as may be fair and reasonable.

4. **Default by Tenant/Events.** Defaults by Tenant are (a) failing to pay timely rent, or (b) failing to comply within ten days after written notice with any provision of this lease.

5. **Default by Tenant/Landlord’s Remedies.** Landlord’s remedies for Tenant’s default are to (a) enter and take possession of the premises; or (b) terminate this lease by written notice and submit the matter to arbitration for determination of damages. Landlord may enter and take possession of the premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the premises, until the default is cured, without being liable for damages.

6. **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. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

7. **Holdover.** If Tenant does not vacate the premises following termination of this lease, Tenant shall be a tenant at will and shall vacate the premises on receipt of 5 calendar days written notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the term.

8. **Entire Agreement.** This lease, together with any attached exhibits and riders is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.

9. **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

10. **Termination By Notice.** This Lease may be terminated at any time by either of the parties by giving the other party thirty (30) calendar days prior written notice of termination.

11. **Notices.** All notices given pursuant to this Agreement shall be in writing, with delivery receipted, effective on receipt. Notice mailed through the US Postal Service shall be by first class mail, postage prepaid, registered or certified with return receipt requested. Notice may also be delivered in person to the intended addressee with receipt, or sent by receipted email or receipted overnight delivery service. Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt. The notice addresses of the Parties are stated below and maybe changed by giving 5 business days of notice.

**Notices to Landlord/Alamo Colleges District:**

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Tel: \_

Email: \_

**Notices to Tenant:**

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Tel: \_

Email: \_

11. **Limitation of Warranties.** There are no implied warranties of merchantability of 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.

12. **Relocation.** Landlord reserves the right to relocate Tenant at Landlord’s expense to another location should Landlord determine its business need to do so.

13. **Special Provisions.** \_

Executed Effective the Date First Written Above.

**Tenant:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Print Name:

Title:

**Alamo Community College District:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Print Name:

Title: