

## COMMERCIAL BUILDING LEASE AGREEMENT

This lease agreement ("Lease") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), acting through its duly authorized City Manager or designee, and the Instituto de Cultura Hispanica de Corpus Christi, Inc, a Texas Nonprofit Corporation ("Lessee").

**1. Premises.** The City leases to Lessee the Lichtenstein House located at 1617 N. Chaparral, Corpus Christi Texas, together with all improvements thereon ("Premises"), located in Heritage Park and depicted as follows:



**2. Term.** The term of the lease is **1 year**, effective upon final City Council approval, unless sooner terminated as set out herein. At the end of the 1-year period, the lease may be renewed upon written agreement of the Parties.

**3. Payment.** Lessee agrees to pay **\$400.00 per month**. Upon renewal, the monthly rental rate will increase 5% each year. All rental fees are due and payable on or before the 1<sup>st</sup> day of each month for the term of this Lease. Payment must be made to the order of the City of Corpus Christi and mailed to the Accounts Receivable Division, P.O. Box 9277, Corpus Christi, TX 78469 or delivered to City Hall at 1201 Leopard Street, Corpus Christi, TX 78401. Failure to submit payments by the 3<sup>rd</sup> day of each month will require the addition of a \$50.00 late fee.

**4. Purpose.**

- (A) The purpose of this Lease is to enable Lessee to utilize Premises for office space for its business operations. Lessee may establish and maintain its administrative offices within the Premises and provide cultural programs for the membership and public. Lessee shall not use the Premises for any other purpose without the Director of Parks and Recreation's ("Director") prior written approval.
- (B) Lessee must be open to the public during Lessee's regular office hours for a minimum of at least 4 hours per day, 5 days per week. Within 30 days of the final City Council approval, and by each February 1st thereafter, Lessee must provide Director with written notification of Lessee's scheduled hours of operation through January 31 and provide Director of any planned special events at the Premises through January 31. By each February 1st, Lessee agrees to provide Director with an annual written report detailing Lessee's activities during

5. **Utilities.** Lessee must pay cost of gas, electricity or other utilities furnished to or used by Lessee on the Premises. City shall bear the cost of water and sewage service by the City. Failure to pay utility bill(s) prior to the due date constitutes grounds for termination of this Lease.

6. **Maintenance.** Except as specified herein, Lessee will maintain, at its sole expense, the Premises and any Improvements on the Premises, including without limitation all fixtures connected therewith, and all personal property thereon. Lessee shall obtain, at its own expense, building permits, utility services, garbage collection, janitorial services, pest control and similar services. City will maintain the grounds and landscaping and exterior of the Premises. City will also be responsible for structural repairs, such as roof, air conditioning and heat, major plumbing, and electrical. If no funds are budgeted, or if cost of maintenance exceeds funds budgeted, City is relieved of its maintenance obligations, and Lessee must maintain the Premises grounds, landscaping, building exterior and structural repairs. Lessee must maintain the interior of the building including minor plumbing and electrical repairs related to usage of the building and all personal property at the Premises.

7. **Parking.** No dedicated parking is provided with this Lease.

8. **Furniture, Fixtures, and Equipment.** It is understood that Lessee will be responsible for furnishing and equipping the Premises and that the City has no obligation to furnish any equipment or furnishings for Lessee. All capital improvements to the Premises, such as installation of plumbing fixtures, remains the property of the City.

9. **City Use.**

(A) City retains the right to use or cross the Premises with utility lines and easements. City may exercise these rights without compensation to Lessee for damages to the Premises from installing, maintaining, repairing, or removing the utility lines and easements.

(B) Lessee must post a sign outside the Premises stating the hours it is open for public tours. Lessee will provide information to visitors concerning the history and restoration of the property. The Premises is available to the City for regularly scheduled tours as determined by the Director. The Director may schedule special events and festivals on the Premises as well as in the surrounding areas. The Director will work with Lessee to not conflict with any of Lessee's programs.

10. **Alterations.** Lessee shall not make any alterations or construction to the Premises without the prior written approval of the Director. All alterations, improvements, and additions made by the Lessee to the Premises shall become the property of the City in fee simple without any other action or process of law.

11. **Signs.** Lessee shall not exhibit, inscribe, paint, erect, or affix any signs, advertisements, notices, or other lettering ("Signs") at, on, or about the Premises, or any part thereof, without the Director's prior written approval. City may require Lessee to remove, repaint or repair any Signs allowed. If Lessee does not remove, repaint or repair the Signs within 10 days of Director's written demand, City may do or cause the work to be done, and Lessee will pay City's costs within 30 days of receipt of Director's invoice. If payment is not timely made, the City may terminate this Lease upon 10 days written notice to Lessee.

Alternatively, City may elect to terminate this Lease after 10 days written notice to Lessee.

12. **Inspection.** Any officer or authorized employee of the City may enter upon the Premises, at all reasonable times and with advance notice, to determine whether Lessee is providing maintenance in accordance with and as required by above, or for any other purpose incidental to City's retained rights of and in the Premises.

13. **Insurance.** Lessee shall comply with the insurance requirements in Exhibit A.

14. **Acceptance of Premises Disclaimer.**

Lessee acknowledges that it is leasing the premises "AS IS" with all faults as may exist on the Premises, and that neither City, nor any employee or agent of City has made any representations or warranties as to the condition of such premises. Lessee hereby waives any and all causes of action, claims, demands and/or damages based on any warranty, express or implied, including but not limited to any implied warranty of suitability for a particular purpose, any and all warranties of habitability, and any other implied warranties not expressly set forth in this Lease. Lessee acknowledges and agrees that Lessee has been provided, to its satisfaction, the opportunity to inspect the Premises for any defects as to the suitability of such property for the purpose to which Lessee intends to use the Premises and is relying on its own inspection. Lessee acknowledges that any and all structures and improvements existing on the Premises on the commencement date, if any, are accepted "AS IS" with any and all latent and patent defects and that there are no warranties, express or implied, by City with respect thereto. Lessee acknowledges that it is not relying upon any representation, statement or other assertion by City with respect to any existing structures or improvements but is relying on its own examination thereof. The provisions of this section shall survive the expiration or earlier termination of this Lease.

15. **Indemnity.**

In consideration of allowing Lessee to use the Premises, Lessee covenants to fully indemnify, defend, save and hold harmless the City, its officers, agents, representatives and employees (collectively "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits and causes of action of any nature whatsoever asserted against or recovered from Indemnitees on account of injury or damage to person including, without limitation, premises defects, workers' compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage or loss may be incident to, arise out of, be caused by or be in any way connected with, either proximately or remotely, wholly or in part: (1) Lessee's performance pursuant

to this Lease; (2) Lessee's use of the Premises and any and all activities associated therewith pursuant to this Lease; (3) the violation by Lessee, its officers, employees, agents or representatives of any law, rule, regulation, ordinance or government order of any kind pertaining, directly or indirectly, to this Lease; (4) the exercise of rights under this Lease; or (5) an act or omission on the part of Lessee, its officers, employees, agents, or representatives pertaining to this Lease, regardless of whether the injury, damage, loss, violation, exercise of rights, act or omission is caused or is claimed to be caused by the sole, contributing or concurrent negligence of Indemnitees, and including all expenses of litigation, court costs, and attorneys' fees, which arise or are claimed to arise out of or in connection with the asserted or recovered incident.

Lessee covenants and agrees that if Indemnitees, or any of them, is made a party to any litigation against Lessee or in any litigation commenced by any party other than Lessee relating to this Lease, Lessee shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend Indemnitees in all actions based thereon with legal counsel satisfactory to the City Attorney, and pay all charges of attorneys and all other costs and expenses of any kind whatsoever arising from any said liability, injury, damage, loss, demand, claim or action.

**16. Relationship of Parties.** This Lease establishes a landlord/tenant relationship, and none other, and this Lease must be construed conclusively in favor of that relationship. In performing this Lease, both City and Lessee will act in an individual capacity and not as agents, representatives, employees, employers, partners, joint venturers, or associates of one another. The employees or agents of either party shall not be, nor be construed to be, the employees or agents of the other party for any purpose whatsoever.

**17. Sublease and Assignment.** Lessee understands and agrees that Lessee shall not assign or sublease the Premises or any part thereof without obtaining the prior written consent of the City. Any attempted assignment without the prior written consent of the City renders this Lease null and void.

**18. Default.**

(A) **Default of Lessee.** If Lessee fails to pay the rent due hereunder, pay utilities, perform required maintenance or fails to keep, perform or observe any other provision, term, covenant, obligation and/or condition of this Lease, City may, after 15 days written notice to Lessee, declare this Lease terminated and reenter the Premises and remove all persons without legal process and without prejudice to any of its other legal rights. Lessee expressly waives (1) all claims for damages by reason of such reentry and (2) all claims for damages due to any distress warrants or proceedings of sequestration to recover the rent or

possession of the Premises from Lessee. The City may not declare this Lease terminated if, within 15 days after notice of any default, Lessee fully cures such default. The City's failure to issue this notice is not a waiver of its right to issue such notice.

- (B) **Default of City.** If City defaults in the performance of any covenant or agreement contained herein, which continues for 30 days after Lessee's written notice to the City as set out below, then Lessee may declare this Lease terminated and may vacate said Premises and owe no further rent and have no further obligations under this Lease. This shall be Lessee's sole remedy upon City's default.

19. **Notice.** All notices, demands, requests or replies provided for or permitted under this Lease by either party must be in writing and must be delivered by one of the following methods: (i) by personal delivery; (ii) by deposit with the United States Postal Service as certified mail, return receipt requested, postage prepaid; or (iii) placement of notice to Lessee on the front door of the Premises. Notice by (i) and (iii) will be deemed effective upon delivery or placement and (ii) will be deemed effective 2 business days after deposit with the United States Postal service. All these communications must only be made to the following:

City of Corpus Christi  
Attn: Director of Parks and Recreation  
PO Box 9277  
Corpus Christi, Texas 78469

*With copy to:*  
City of Corpus Christi  
Attn: City Attorney  
1201 Leopard Street, 5<sup>th</sup> Floor  
Corpus Christi, Texas 78401

Notice to the Lessee shall be sent to:

---

---

---

---

Either party may change the address to which notice is sent by using a method set out above. Lessee shall notify the City of an address change within 10 days after the address is changed.

20. **Modifications.** No changes or modifications to this Lease may be made, nor any provisions waived, unless the change, modification or waiver is made in writing and signed by persons authorized to sign agreements on behalf of each party.

21. **Surrender.** Lessee acknowledges and understands that the lease of the Premises to Lessee is expressly conditioned on the understanding that the Premises must be surrendered upon the expiration, termination or cancellation of this Lease in as good a condition as received, reasonable use and wear, acts of God, fire and flood damage or destruction where Lessee is without fault, excepted. Any reasonable costs incurred for repairs or corrections for which Lessee is responsible under this Lease are payable by Lessee to City as additional rental on the next rental payment date

or within 30 days written demand.

**22. Interpretation.** This Lease will be interpreted according to the Texas laws that govern the interpretation of contracts. Sole venue lies in Nueces County, Texas where this Lease was entered into and will be performed.

**23. Compliance with State and Federal Laws.** The following provisions are in this contract for compliance with state and federal law, and the City does not opine on their validity or enforceability. Lessee shall bear the entire sole burden for complying with any of these clauses. Prior to the enforcement of any of the following clauses, the City will give at least 30 days notice of alleged violation thereof and an opportunity for the Lessee to be heard concerning the alleged violation, effect thereof on the City, and proposed remedial measures:

- Lessee warrants that it is and will continue to be an equal opportunity employer and hereby covenants that no employee or customer will be discriminated against because of race, religion, sex, age, disability, creed, color, or national origin.
- Lessee shall provide all services and activities required to comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].
- Lessee agrees to comply with Tex. Gov't Code § 2252.908 and submit Form 1295 to the City with the signed agreement. The Parties agree that the City is not responsible for the information contained in Form 1295.
- In accordance with Tex. Gov't Code §2252.909, Lessee must include in each contract for the construction, alteration or repair of an improvement to this leased property a condition that the contractor execute a payment bond that conforms to Subchapter I, Chapter 53, Property Code and a performance bond equal to the amount of the contract and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications and contract documents. Lessee must provide the City with a notice of commencement at least 90 days prior to start of construction, alteration or repair that complies with Texas Gov't Code § 2252.909.

**24. Captions.** The captions utilized in this Lease are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

**25. Casualty.** If the Premises become damaged due to weather event, fire, or other natural or man-made disaster, such that the Premises are not deemed safe for occupation by the City Building Official, and repairs are not completed within 30 days of the event of disaster, then either party may terminate this lease upon 30 days written notice to the other party, without penalty.

**26. Removal of Property upon Termination.** It is Lessee's responsibility to remove its personal property from the Premises prior to termination or expiration of the Lease. Lessee agrees that any of personal property remaining on the Premises after the termination or expiration of the Lease automatically becomes City property without any notice, action, or process of law for disposition by the City as City deems appropriate in City Manager's sole discretion, with no compensation to Lessee. Lessee shall be invoiced for City's costs to remove property from the Premises after termination or expiration of the Lease, and Lessee shall pay said invoice within 30 days of receipt.

**27. Waiver of Attorneys' Fees and Jury Trial.**

- (A) In case of litigation between the parties, Lessee and City agree that neither party shall be responsible for payment of attorney's fees pursuant to any law or other provision for payment of attorneys' fees. Both Parties expressly waive any claim to attorneys' fees should litigation result from any dispute between the parties to this Agreement.
- (B) In case of litigation between the parties, Lessee and City agree that they have knowingly waived and do hereby waive the right to trial by jury and have instead agreed, in the event of any litigation arising out of or connected to this Agreement, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

**28. Entirety Clause.** This Lease and the incorporated and attached exhibits constitute the entire agreement between the City and Lessee for the purpose granted. All other agreements, promises, representations, and understandings, verbal or otherwise, with reference to the subject matter hereof, unless contained in this Lease are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this Lease and its exhibits of the terms, conditions, promises, and covenants relating to Lessee's operations and the Premises to be used in the operations.

**29. Severability.**

- (A) If, for any reason, any section, paragraph, subdivision, clause, provisions, phrase, or word of this Lease or the application hereof to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final Judgment of a court of competent Jurisdiction, then the remainder of this Lease or the application of said term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected thereby for it is the definite intent of the parties to this Lease that every section, paragraph, subdivision, clause, provision, phrase, or word hereof be given full force and effect for its purpose.
- (B) To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Lease, the remainder of this Lease is not affected.
- (C) If any clause or provision is held illegal, invalid, or unenforceable, a clause or provision that is similar in terms to that clause or provision will be substituted for the clause or provision by the Court that found such clause or provision to be illegal, invalid, or unenforceable.

**30. Governmental Immunity.** This Agreement is to perform a governmental function solely for the public benefit.

**31. Termination.** This Lease may be terminated by the City upon 90 days written notice to Lessee.

**32. Acknowledgement.** The parties expressly agree that they have each independently read

and understood this Lease. By Lessee's execution of this Lease, Lessee acknowledges and understands that this Lease is not binding on the City until properly authorized by City Council and executed by the City Manager or designee.

*Signatures on Next Page*

*[Faint signature]*  
*[Faint title]*

*[Faint signature]*  
*[Faint title]*

*[Faint signature]*

*[Faint signature]*  
*[Faint title]*  
*[Faint text]*

*[Faint text]*

*[Faint text]*

*[Faint signature]*  
*[Faint signature]*  
*[Faint signature]*



CITY OF CORPUS CHRISTI

ATTEST:

Robert Dodd  
Director of Parks and Recreation

Rebecca Huerta  
City Secretary

APPROVED AS TO FORM: October 4, 2023

Adelita Cavada  
Adelita Cavada, Assistant City Attorney  
For the City Attorney

LESSEE

INSTITUTO DE CULTURA HISPANICA DE CORPUS CHRISTI, INC.

By: [Signature]  
Name: Gerald Padilla  
Title: President Elect

**EXHIBIT A**

**INSURANCE REQUIREMENTS**

**I. LESSEE'S LIABILITY INSURANCE**

- A. Lessee must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Lessee must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Lessee must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability by endorsement, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Leased premise must be listed in Description Box of COI.

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
LIQUOR LIABILITY <i>When liquor is being sold or served.</i>	\$1,000,000 Per Occurrence
PERSONAL PROPERTY INSURANCE (if applicable)	Lessee, at their own expense, shall be responsible for insuring all owned, leased or rented personal property.

- C. The Risk Manager retains the right to annually review the amount and types of insurance and to amend coverage. In the event of any necessary increase, Lessee shall receive 90 days written notice prior to the effective date.
- D. In the event of accidents of any kind related to this agreement, Lessee must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

**II. ADDITIONAL REQUIREMENTS**

- A. Lessee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Lessee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than

A- VII.

- B. Lessee shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Lessee shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

- C. **Lessee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
- Provide 30 calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than 10 calendar days advance written notice for nonpayment of premium.

- D. Within 5 calendar days of a suspension, cancellation, or non-renewal of coverage, Lessee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lessee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- E. Nothing herein contained shall be construed as limiting in any way the extent to which Lessee may be held responsible for payments of damages to persons or property resulting from Lessee's or its subcontractor's performance of the work covered under this agreement.

- F. It is agreed that Lessee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.

- G. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

### III. ALTERATION OR CONSTRUCTION

In the event of any addition, alteration or construction to, in, on or about the Premises, Lessee shall obtain prior approval, in writing, from the Risk Manager that the proposed addition, alteration or construction will not necessitate a change or modification in the existing insurance coverage.