

**LEASE AGREEMENT BETWEEN THE CITY OF CORPUS CHRISTI
AND INCARNATE WORD ACADEMY OF CORPUS CHRISTI**

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 ("City Manager"), and Incarnate Word Academy of Corpus Christi ("Lessee"), a Texas unincorporated nonprofit association, acting through its duly authorized President of Lessee.

WHEREAS, the City owns property shown on the attached site map **Exhibit A**, which said property is located in Corpus Christi, Nueces County, Texas, a portion of which will be known as the "Premises";

WHEREAS, the Lessee desires to use the Premises for program described on the attached **Exhibit B**;

WHEREAS, the City desires to allow Lessee to use the Premises for said program;

NOW, THEREFORE, the City and Lessee, in consideration of the mutual promises and covenants herein, agree as follows:

Section 1. Term. Subject to the remaining terms and conditions hereof, the City of Corpus Christi leases the Premises shown in **Exhibit A** which term includes all improvements located thereon (the "Improvements") to the Lessee for the original term of this Lease as described on the attached **Exhibit B**, beginning on day of City Council approval, ("**Effective Date**") which is _____, unless sooner terminated as set out herein. Upon Effective Date, this lease terminates the prior leases between the parties for use of said Premises.

Section 2. Contact Person/Lease Administrator. For this Lease, the City's contact person and lease administrator is the Director of Parks and Recreation or designee ("**Director**").

Section 3. Use of Premises and Primary Purpose.

- A. Lessee must use the Premises with the primary purpose being for the operation of high school Baseball described on attached **Exhibit B** and for no other purpose without the Director of Parks and Recreation or designee ("**Director**") prior written approval.
- B. Lessee shall have a sufficient number of employees or volunteers to assist in managing the Premises including but not limited to, operating any concession stand; and maintaining the maintenance standards set out by the City of Corpus Christi. All employees shall be employees of the Lessee, not the City.

- C. Lessee shall ensure all employees or volunteers conduct themselves in an orderly manner and in keeping with the conduct required of **Exhibit C**. Lessee and employees shall use language and conduct that is suitable to families and youth.
- D. Lessee shall adequately publish and enforce all rules and regulations in accordance with governing the usage of the Premises in accordance with **Exhibit C**
- E. Lessee will provide suitable signage at the Premises advising the public that the Premises is operated by the Lessee under a lease agreement and not operated by the City of Corpus Christi.
- F. Lessee must pay \$50.00 a month for each field located at the Premises. **Exhibit B**, description of Facility will state number of fields located at the Premises. The fields can also be seen in **Exhibit A**. The payment must be made on or before the 7th day of each month. Failure to make payment on time will result in a \$10.00 late fee for each day the payment has not been made, up to 10 days. Failure to make payment in full within 10 days of due date may result in the termination of the lease. All payments must be mailed to the following address listed below:

Mailing Address:
Central Cashiering
City of Corpus Christi AR Collections
P. O. Box 9257
Corpus Christi, TX 78469-9257

Section 4. Premises Maintenance and Improvements. Lessee must maintain the Premises and all Improvements on a year-round basis in accordance with all Premises maintenance rules listed in the Standard of Maintenance, **Exhibit E**. Failure to maintain the Premises and all Improvements in accordance with these rules constitutes grounds for termination of this Lease. At a minimum, maintenance includes:

- A. Lessee shall keep fully operational and in good repair the entire Premises, including but not limited to fencing, lighting, scoreboards, bleachers, irrigation systems and any buildings (concessions/ restrooms) if any are present or installed on the Premises;
- B. Lessee shall pick up and properly dispose of litter on a daily basis whenever the Premises are being used and weekly during the rest of the year;
- C. Lessee must maintain the Premises in good condition including but not limited to compliance with the guidelines set forth in **Exhibit E**, Standard of Maintenance. Furthermore, Lessee will be responsible for maintaining the grass in the adjacent viewing/access areas at a safe height not to exceed three (3) inches; Failure to keep the grass on the fields at or below three (3) inches in height will be grounds for termination of this Lease;
- D. Lessee shall ensure that parking is confined to on-street parking only, or designated parking lots but no parking is to be allowed on grass. All motor vehicles must be restricted to the designated parking lot area(s);

- E. Lessee is responsible for proper installation and use of all equipment and improvements on Premises;
- F. If Lessee utilizes goal posts on the Premises, Lessee shall maintain a secure anchoring system on all goal posts used on the fields at Premises. Lessee must repair any deficiency found in the anchoring system that impairs the safe use of the anchoring system within forty-eight (48) hours after the need for repair is discovered; Lessee shall not allow use of the Premises until the anchoring system is repaired;
- G. Lessee shall have an adequately stocked first aid kit on the premises (minimum requirements: non-sterile gloves, antiseptic spray or wipes, assorted band aids, ace bandages, flexible splints, athletic tape, scissors, ice packs,) and fire extinguisher at all times;
- H. Lessee shall be responsible for providing all necessary equipment and supplies to operate and maintain the Premises. This includes but is not limited to all supplies needed to operate programs and all equipment needed to maintain the Premises to meet City standards.
- I. Lessee must notify the Director of Parks and Recreation or designee ("Director") of all dangerous conditions or special defects. Lessee must not use, or allow to be used, any areas of the Premises which has dangerous conditions or special defects.
- J. Lessee must immediately report any vandalism to the Director of Parks and Recreation or designee ("Director"), and the Corpus Christi Police Department;

Section 5. Compliance with Maintenance Standards. The Director of Parks and Recreation or designee ("Director"), or their respective designee, has the right to inspect the Premises and/or the Improvements at any time during the term of this Lease. At a minimum the City will complete the attached Exhibit F "Standard of Maintenance Sport Facility Lease Checklist" twice a year. If Lessee does not adhere to Exhibit E Standard of Maintenance, the Director of Parks and Recreation or designee ("Director"), may provide written notice to Lessee requiring compliance. If Lessee has not complied within two (2) weeks after receipt of the notice, the City may undertake the work and Lessee shall pay the City's cost-plus ten percent (10%) overhead within thirty (30) days of receipt of the City's invoice. Failure to pay the City's invoice for maintenance within thirty (30) days of receipt of the invoice constitutes grounds for termination of this Lease. Alternatively, the City may elect to terminate this Lease after ten (10) days written notice to Lessee for Lessee's nonperformance of the maintenance.

Section 6. Understanding.

- A. Lessee acknowledges and understands that use of the Premises and all Improvements is expressly conditioned on the understanding that the Premises and all Improvements must be returned 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.

- B. The Director of Parks and Recreation or designee ("Director"), or their respective designee and the Lessee will conduct a joint pre-facility inspection and complete the attached Exhibit F Standard of Maintenance Sport Facility Lease Checklist within 90 days of City's execution of this Agreement. This will establish the starting condition of the Premises, with the goal for Lessee to reach and maintain an excellent rating.

Section 7. Joint Use.

- A. City retains joint use of the Premises and Improvements during the term of this Lease, subject to Lessee's right to exclusive control of the Premises during its use for Lessee's sport program purposes.
- B. City retains the right to use or cross the Premises with utility lines and/or easements. City may exercise these rights without compensation to Lessee for damages to the Premises and/or any Improvements from installing, maintaining, repairing, or removing the utility lines and/or easements. City must use reasonable judgment in locating the utility lines and/or easements to minimize damage to the Premises and/or its Improvements.

Section 8. Assignment and Sublease. The Premises including any Improvements may be rented/sublet by Lessee to third parties only as provided in this Agreement. The City of Corpus Christi will set all rental/subleasing prices to be paid to Lessee and Lessee may not charge any additional fees for use, rental or sublease of the Premises. All entities obtaining rentals/sublets of the Premises from Lessee must provide Insurance meeting the limits and requirements set out in Exhibit D. The Lessee will remain responsible for all damages that may occur during all rentals/sublets. Any rental/sublet that exceeds Seven (7) days must receive prior written approval from the Director of Parks and Recreation or designee ("Director"). Failure to get Director of Parks and Recreation or designee ("Director") prior written approval on rental/sublet that exceeds Seven (7) days may result in the termination of the lease.

Section 9. Left blank.

Section 10. Reporting.

- A. Lessee must provide Director of Parks and Recreation or designee ("Director") with copy of their By-laws. Any amendments made to the bylaws must be submitted to the Director of Parks and Recreation or designee ("Director").
- B. Lessee must submit its current List of Officers and Board of Directors to the Director of Parks and Recreation or designee ("Director") at the start of this lease. The List must contain each person's title, name, address, primary phone and email address. Lessee must notify the Director of Parks and Recreation or designee ("Director") immediately if there are any changes in the Officers or Board of Directors and submit an updated list.

- C. Lessee must submit current Certificate of Insurance meeting the limits and requirements set out in Exhibit D to the Director of Parks and Recreation or designee ("Director") each year for the term of this lease.
- D. Lessee shall furnish to the Director of Parks and Recreation or designee ("Director") a financial statement of all "Premises Revenue" no later than January 31st of each year during the contract term. "Premises Revenue" shall include all revenue generated at the Premises from leagues, lessons, tournaments, special events, rentals, subleases and concessions. The financial statement must be signed by the Lessee's President or Executive Director.
- E. Lessee shall submit a yearly report, listing the number of programs and Premises rentals each year during the contract term. The report must include participants and teams registered for each league, lesson, tournament, special event and number of premises rentals.
- F. Lessee must submit a monthly schedule to the Director of Parks and Recreation or designee ("Director") prior to each month. The monthly schedule must include: at a minimum, leagues, lessons, tournaments, special events and all Premises rentals/sub-leasing. All leagues, lessons, tournaments, special events and Premises rentals/subleasing must include event title and hours of operations. The monthly schedule must be submitted to lease administrator no later than the last Monday of each month.

Section 12. Record Keeping and Annual Audit.

- A. Lessee shall keep accurate books of all revenue collected. Revenue books shall include all revenue generated from leagues, lessons, tournaments, special events, subleasing and concessions.
- B. Lessee shall keep accurate books listing the number of individual participants and teams registered by Lessee to play sports each year during the term of this Lease. The reports include all leagues, tournaments, and special events.
- C. Lessee shall keep accurate books of all Premises rentals/sub-leasing and all insurances required to rent/sub-lease the facility. This includes all invoices and receipts for rentals/sub-leasing.
- D. Left blank.
- E. Lessee shall allow City inspection of the Lessee's books and records related to the Lessee's use of the Premises and this Agreement. Records include all items listed in in Section 12, A, B, C, and D. All records requested by the Director must be submitted to the Director of Parks and Recreation or designee ("Director") within two weeks of request. Failure to submit or maintain proper documents for a records request may result in the termination of this lease.

F. Lessee must properly maintain the sports fields with overseed, fertilizer, aerating, dirt and field condition as further described on **Exhibit E**. If Lessee has not provided documentation of compliance with **Exhibit E** within thirty (30) days after receipt of the City demand, the City shall assess a fee of \$250 and City may undertake the work and Lessee shall pay the City's cost-plus ten percent (10%) overhead within thirty (30) days of receipt of the Director's invoice. Failure to pay the City's invoice for maintenance within thirty (30) days of receipt of the invoice constitutes grounds for termination of this Lease.

G. Lessee must retain all records and reports required by this Agreement for a minimum of five years after expiration of this Agreement.

Section 13. Damage or Destruction. In the event of any damage or destruction to the Improvements or Premises, regardless of cause, City shall have no obligation to repair or rebuild the Improvements or Premises or any fixtures, equipment or personal property installed by Lessee.

Section 14. Construction.

A. No construction or modifications may be made at the Premises, and no drilling, excavation, or penetration of the soil surface may be conducted at the Premises without the prior written approval of the Director of Parks and Recreation or designee ("Director"). Lessee shall not make any additions nor alterations to the Premises nor to any Improvements without Director's prior written approval. If approved, Lessee must obtain clearance, in writing, from City's Risk Management Department (**Risk Management**) that the proposed addition or alteration will be covered under the insurance policy in force during the term of this Lease before proceeding with any type of addition or alteration to the Premises or to the Improvements.

B. All additions or alterations must be made at Lessee's expense. All additions or alterations installed by Lessee must be repaired or replaced at Lessee's expense and may be removed by Lessee at the expiration or termination of the Lease only if they may be removed without damaging the Premises or any Improvements. All additions or alterations made by Lessee which are not removed at the expiration or termination of this Lease become the property of City without necessity of any legal action.

Section 15. Utilities. Lessee must pay for all utilities used by it or for any activity sponsored by Lessee on the Premises prior to the due date for payment. Failure to pay any utility bill on or before the due date is grounds for termination of this Lease. Lessee must adhere to applicable water conservation standards. In an effort to ensure that fields are maintained in accordance with City standards, the City shall not charge Lessee for any water used by Lessee to maintain the fields.

Section 16. Signs and Advertising.

- A. Lessee must not exhibit, inscribe, paint, erect, or affix any signs, advertisements, notices, or other lettering (**Signs**) on the Premises or on any Improvements without the Director of Parks and Recreation or designee ("**Director**") prior written approval.
- B. The Director has the right to prohibit any advertising by Lessee on Premises which impairs the reputation of the Premises or the City.
- C. If Signs are approved, the Director of Parks and Recreation or designee ("**Director**"), may require Lessee to remove, repair, or repaint any Signs. If the Signs are not removed, repaired, or repainted within ten (10) days of the Director of Parks and Recreation or designee ("**Director**"), the City may do or cause the work to be done, and Lessee must pay the City's costs within thirty (30) days of receipt of the City invoice. Failure to pay the City's costs within thirty (30) days of receipt of the invoice constitutes grounds for termination of this Lease. Alternatively, the City may elect to terminate this Lease after ten (10) days written notice to Lessee.

Section 17. Security. Lessee shall contract and pay for any and all security it requires at the Premises during the term of this Lease.

Section 18. Non-Discrimination. Lessee shall not discriminate nor permit discrimination against any person or group of persons, as to employment and in the provision of services, activities, and programs, on the grounds of race, religion, national origin, sex, physical or mental disability, or age, or in any manner prohibited by the laws of the United States or the State of Texas. The City Manager, or his designee, retains the right to take such action as the United States may direct to enforce this non-discrimination covenant.

Section 19. Compliance with Laws

- A. Lessee must comply with all Federal, State, and local government laws, rules, regulations, and ordinances, which may be applicable to its operation at the Premises and its performance under this Lease. This Lease is also subject to applicable provisions of the City Charter.
- B. All actions brought to enforce compliance with any law or to enforce any provision of this Lease will be brought in Nueces County where this Lease was executed and will be performed.

Section 20. Costs. Noncompliance with the terms herein may result in termination of this Lease and repossession of the Premises and its Improvements by the City or its agents. If the City undertakes legal action to enforce compliance or collect damages resulting from noncompliance, Lessee must pay all of the City's court costs and expenses, including reasonable attorneys' fees.

Section 21. Indemnity. Lessee, its officers, members, partners, employees, representatives, agents, and licensees (collectively, Indemnitors) covenant to fully indemnify, save, and hold harmless the City, its officers, employees, representatives, and agents (collectively, Indemnitees) from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments asserted against or recovered from City on account of injury or damage to person including, without limitation on the foregoing, premises defects, workers compensation and death claims, or property loss or damage of any kind whatsoever, to the extent any damage or injury 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) the existence, use, operation, maintenance, alteration, or repair of Premises, including Improvements whether by Lessee or by any other person; (2) the exercise of rights under this Lease; (3) an act or omission, negligence, or misconduct on the part of any persons having involvement in, participation with, or business with the Premises, Lessee, or any sport program whether authorized with the express or implied invitation or permission of Lessee (collectively, Lessee's Invitees) entering upon the Premises or its Improvements pursuant to this Lease, or trespassers entering upon the Premises or its Improvements during Lessee's use or physical occupation of the Premises; or (4) due to any of the hazards associated with sporting events, training, or practice as a spectator or participant including, but not limited to, any injury or damage resulting, wholly or in part, proximately or remotely, from the violation by Indemnitees or any them of any law, rule, regulation, ordinance, or government order of any kind; and including any injury or damage in any other way and including all expenses arising from litigation, court costs, and attorney's fees, which arise, or are claimed to arise from, out of, or in connection with the asserted or recovered incident. Lessee covenants and agrees that if City is made a party to any litigation against Lessee or in any litigation commenced by any party, other than Lessee, relating to this Lease or relating to use of Premises, 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 City in all actions based thereon with counsel satisfactory to Indemnitees, and pay all charges of attorneys and all other costs and expenses of any kind arising from any said liability, damage, loss, demand, claim, or action.

Section 22. Insurance.

- A. Lessee must secure and maintain at Lessee's expense, during the term of this Lease, a Commercial General Liability insurance policy with the limits and requirements shown on **Exhibit D**, which is attached hereto and incorporated herein by reference. Failure to maintain such insurance at the limits and requirements shown on **Exhibit C** constitutes grounds for termination of this Lease.
- B. Lessee must provide proof, by Certificate of Insurance meeting the limits and requirements set out in **Exhibit D**, to the Director of Parks and Recreation or designee ("**Director**") and Risk Management prior to commencing use of the Premises under this Lease.
- C. Lessee must provide the Director of Parks and Recreation or designee ("**Director**") and Risk Management thirty (30) days written notice of cancellation, intent not to renew, or material change of any insurance coverages required herein.
- D. Lessee shall, during the term of this Lease, provide copies of all insurance policies to the City Manager or the Director of Parks and Recreation or designee ("**Director**") upon written request.
- E. Lessee shall, prior to any addition or alteration to the Premises or to the Improvements, obtain clearance, in writing, from Risk Management.

Section 23. No debts. Lessee shall not incur any debts nor obligations on the credit of City during the term of this Lease.

Section 24. Termination.

- A. The City Manager may immediately terminate this Lease for cause and without penalty if the City Manager determines, in his sole discretion, that Lessee is no longer fulfilling the primary purpose of the Lease as set out in **Exhibit B**.
- B. In addition, the City Manager may immediately terminate this Lease for cause and without penalty if he determines, in its sole discretion that Lessee is in violation of any Federal, State, or local government law, rule, regulation, or ordinance.
- C. Additionally, if there is noncompliance with one or more of the provisions contained

herein, the Director of Parks and Recreation or designee ("Director") may give Lessee written notice to cure or begin curing the default(s) within ten (10) days of receipt of the notice. If Lessee is not in compliance or in substantial compliance with each provision identified by the Director of Parks and Recreation or designee ("Director") within ten (10) days of receiving said notice, the City Manager may terminate this Lease for cause without penalty by providing written notice of termination and listing one or more areas of continued noncompliance.

- D. Either City Manager or Lessee may terminate this Lease without cause and without penalty by giving thirty (30) days written notice to the non-terminating party.
- E. Lessee's property must be removed from the Premises upon date of termination. If it is not removed by Lessee, then City may retain property for City purposes, or City may dispose of the property in any manner deemed appropriate by Director of Parks and Recreation or designee ("Director") and Lessee shall pay City's costs for disposal.

Section 25. 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: (1) by personal delivery; or (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid. Notice deposited with the United States Postal Service in the manner described above will be deemed effective three business days after deposit with the United States Postal Service. All such communications must only be made to the following:

IF TO CITY:

City of Corpus Christi
Attn: Director of Park & Recreation
P. O. Box 9277
Corpus Christi, TX 78469-9277

IF TO LESSEE:

Incarnate Word Academy
Attn: Athletic Director
2910 S. Alameda St
Corpus Christi, TX 78404

Either party may change the address to which notice is sent by using a method set out above. Lessee will notify the City of an address change within thirty (30) days after the address is changed.

Section 28. Construction and Reconstruction Funds.

- A. If the City receives funds to construct or reconstruct Improvements at the Premises, Lessee covenants to vacate the Premises, should the Director deem it necessary, upon thirty (30) days written notice from the Director.
- B. Lessee has no action for damages against nor will be compensated by the City for loss of use of the Premises and/or Improvements. The City has no obligation to provide an alternate location for Lessee during the Improvements construction or reconstruction period. The consideration for Lessee relinquishing all rights to use the Premises and Improvements during the construction or reconstruction period

is the City's construction or reconstruction of the Improvements for Lessee's benefit.

- C. Once construction or reconstruction of the Improvements is complete, the Lease Administrator will notify Lessee, in writing, of the date on which the Premises and Improvements are once again available to Lessee.
- D. Lessee's term will not change nor increase if the City requests Lessee to vacate the Premises as set out herein.

Section 29. Amendments. No alterations, changes, or modifications of the terms of this Lease, nor the waiver of any provision will be valid unless made in writing and signed by a person authorized to sign agreements on behalf of each party.

Section 30. Waiver.

- A. The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by said party of any of its rights hereunder.
- B. No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease by either party at any time, express or implied, shall be taken to constitute a waiver of any subsequent breach of the covenant or condition nor shall justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof.
- C. If any action by the Lessee requires the consent or approval of the City on one occasion, any consent or approval given on said occasion will not be deemed a consent or approval of the same or any other action at any other occasion.
- D. Any waiver or indulgence of Lessee's default of any provision of this Lease shall not be considered an estoppel against the City. It is expressly understood that, if at any time Lessee is in default in any of its conditions or covenants hereunder, the failure on the part of City to promptly avail itself of said rights and remedies which the City may have will not be considered a waiver on the part of the City, but the City may at any time avail itself of said rights or remedies or elect to terminate this Lease on account of said default.

Section 31. Force Majeure. No party to this Lease will be liable for failures or delays in performance due to any cause beyond their control including, without limitation, any failures or delays in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, riots or interference by civil or military authorities. The rights and obligations of the parties will be temporarily suspended during this period to the extent performance is reasonably affected.

Section 32. Publication. Lessee agrees to pay the cost of newspaper publication of this Lease and related ordinance as required by the City Charter.

Section 33. Captions. The captions in this Lease are for convenience only, are not a part of this Lease, and do not in any way limit or amplify the terms and provisions of this Lease.

Section 34. Severability.

- A. If, for any reason, any section, paragraph, subdivision, clause, provision, 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, then the remainder of this Lease is not affected thereby, and in lieu of each such illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Lease automatically.

Section 35. Complaint Notice. Lessee will post a notice at Premises, in a form approved by the Director of Parks and Recreation or designee ("Director"), that if any participant or spectator has any complaints or concerns they may contact the City at 826-3461 and talk to the Director of Parks and Recreation or designee ("Director").

Section 36. Disclosure of interests. Lessee agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract. Lessee agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this contract. For more information, please review the information on the Texas Ethics Commission website at <https://www.ethics.state.tx.us>. Lessee agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

Section 37. Entirety Clause. This Lease and the attached and incorporated exhibits constitute the entire agreement between the City and Lessee for the purpose granted. All other agreements, promises, representations, and understandings, oral or otherwise, with reference to the subject matter hereof, unless contained in this Lease are expressly revoked, except for the promulgation of future maintenance rules as contemplated in Section 4 herein above, 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 governing each party's performance hereunder and as relating to Lessee's use of the Premises.

EXECUTED on this the _____ day of _____, 2018.

CITY OF CORPUS CHRISTI

Signature: _____

Name: Keith Selman

Title: Interim City Manager

Date: _____

Approved as to legal form: _____

By: _____

Lisa Aguilar, Assistant City Attorney
for the City Attorney

LESSEE: INCARNATE WORD ACADEMY CORPUS CHRISTI

By: Sammie H. Grunwald
President

Printed Name: Sammie Grunwald
Date: December 14, 2018

STATE OF TEXAS
COUNTY OF NUECES

This instrument was acknowledged before me on December 14th, 2018, by Sammie H. Grunwald, President of Incarnate Word Academy of Corpus Christi, a Texas Nueces County, on behalf of said organization.

Audra DeLeon

Notary Public, State of Texas
Printed name: Audra DeLeon
Commission expires: _____

~~PAY TO THE ORDER OF~~
~~FROST~~
~~FOR DEPOSIT ONLY~~
~~INCARNATE WORD ACADEMY~~

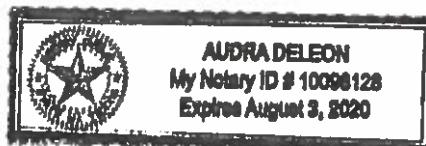


EXHIBIT A
SITE MAP

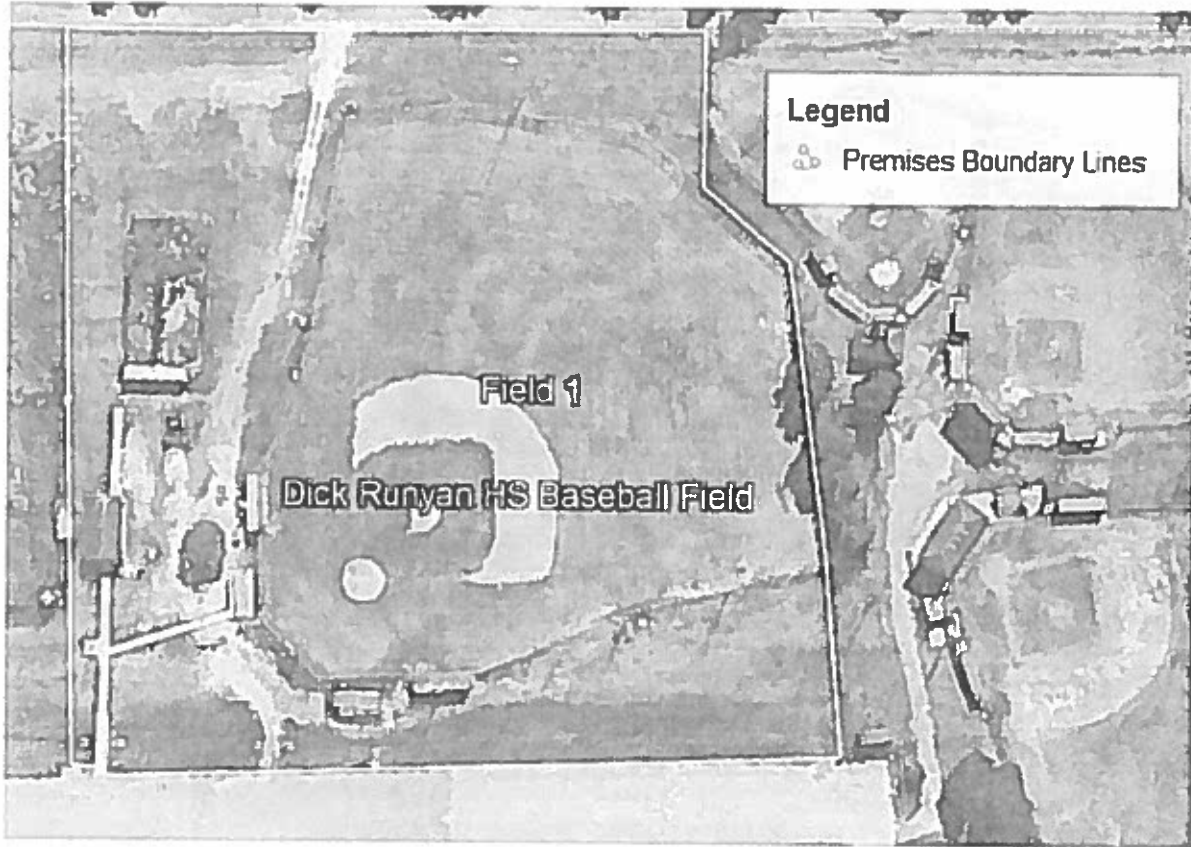


EXHIBIT B
PRIMARY PURPOSE

1. Property Description:

Location: 3800 Golliar Rd. Corpus Christi TX, 78415

Facility Description:

- One High School Baseball Field
- Restroom Facility
- Press Box
- Batting Cage & Bullpen
- Musco Lighting
- Irrigation

Number of Fields: One (1)

Facility Starting Condition: 61.81 % (Below Average)

2. Total Monthly Payment = \$50.00

3. Primary Purpose: High School Baseball Team Home Facility

4. Term: 5 year term, beginning on date of final City Council approval

5. Program to be operated by Lessee: High School Baseball Program

6. Notice Address for Lessee:

Incarnate Word Academy
Attn: Athletic Director
2910 S Alameda St
Corpus Christi, TX 78404

EXHIBIT C

CITY OF CORPUS CHRISTI PARKS AND RECREATION DEPARTMENT LESSEE CODE OF CONDUCT

1. PURPOSE:

1.1 To ensure all staff conduct themselves in an appropriate and professional manner at all times while at sport facility.

2. SCOPE:

2.1 This Policy applies to all Board Members, full or part time Staff, Contract Labor, and Coaches/Volunteer staff.

3. AUTHORITY:

3.1 The Contract Administrator of the City of Corpus Christi Parks and Recreation Department.

4. POLICY:

4.1 Consider the health and safety of the patrons as the primary concern.

4.2 Always follow facility rules and regulations and conduct yourself in an appropriate and professional manner at all times.

5. PROCEDURE:

5.1 Act in a mature, ethical, and professional manner at all times.

5.2 Work with the public using a helpful and pleasant manner.

5.3 Do not use profanity, vulgar language, or inappropriate gestures while on the premises either to patrons or co-workers.

5.4 Do not smoke, use smoke-less tobacco, drink alcohol or use illegal substance while on the premises.

EXHIBIT D
INSURANCE REQUIREMENTS

I. LESSEE'S LIABILITY INSURANCE

A. Lessee must not use City property under this agreement until all insurance required has been obtained and such insurance has been approved by the City.

B. Lessee must furnish to the City's Risk Manager and Director of Parks and Recreation, 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 endorsement is required on GL. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance. Endorsements must be provided with COI.

| TYPE OF INSURANCE | MINIMUM INSURANCE COVERAGE |
|---|--|
| 30-written day notice of cancellation, required on all certificates or by applicable policy endorsements | Bodily Injury and Property Damage Per occurrence - aggregate |
| Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/Completed Operations 4. Contractual Liability 5. Independent Lessees 6. Personal Injury- Advertising Injury | \$1,000,000 Per Occurrence |
| PERSONAL PROPERTY Coverage | Lessee is responsible for insuring personal property kept on City Property |

C. 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 copies of certificate of insurance to City at the address provided below within 10 days of any change of coverages.

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

D. 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 thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

E. Within five (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.

F. In addition to any other remedies the City may have upon Lessee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Lessee to cease activities hereunder, until Lessee demonstrates compliance with the requirements hereof.

G. 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 use of City's property covered under this agreement.

H. 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.

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

EXHIBIT E

STANDARD OF MAINTENANCE

Athletic Fields (Playing Surface)- Baseball/ Softball/ Kickball/ Soccer/ Football/ Multi-use

| Task | Frequency | Timeframe |
|--|------------------|----------------------|
| Overseed- Common Bermuda Grass (seed @ 3lbs/1000Sq. Ft.) | 1x/year | Spring |
| Fertilizer- As recommended by product | 3x/year | Spring, Summer, Fall |
| Aerate- deep core | 3x/year | Spring, Summer, Fall |
| Dirt (needs to be sandy loam) | As needed | Year Round |
| Field Conditioner (Turf or comparable product) | As needed | Year Round |
| Mowing- Grass can not be mowed shorter than 2" and can not exceed 3" | As needed | Year Round |
| Water | As needed | Year Round |
| Drag/Line | As needed | Year Round |

Surrounding Area- all area located within the complex perimeter

| Task | Frequency | Timeframe |
|--------------------------------------|------------------|------------------|
| Pick up trash and clean after events | 7x/week | Year Round |
| Inspect Security Lighting | 1x/month | Year Round |
| Inspect Field Lighting | 1x/month | Year Round |
| Inspect Scoreboards | 1x/month | Year Round |
| Inspect Bleachers | 1x/month | Year Round |
| Inspect Irrigation | 1x/month | Year Round |
| Inspect field of play fencing | 1x/week | Year Round |
| Inspect perimeter fencing | 1x/week | Year Round |
| Update and Paint Dugouts | As needed | Year Round |
| Update and Fix any Damaged signs | As needed | Year Round |

Concessions/ Restroom Buildings

| Task | Frequency | Timeframe |
|---|------------------|------------------|
| Clean, sweep, vacuum | 7x/week | Year Round |
| Remove and replace garbage bags and trash cans | 7x/week | Year Round |
| Clean and stock restrooms | 7x/week | Year Round |
| Clean and wipe counter tops and tables | 7x/week | Year Round |
| Clean windows | 7x/week | Year Round |
| Clean Patio | 7x/week | Year Round |
| Wash area outside of concession stand | 7x/week | Year Round |
| Update and Paint building | 7x/week | Year Round |
| Check Lighting | 1x/week | Year Round |
| Check Heating and Cooling | 1x/week | Year Round |
| Inspect furniture and tables | 1x/week | Year Round |
| Major mechanical inspections (prevention maintenance) | 1x/month | Year Round |

Exhibit F

STANDARD OF MAINTENANCE

SPORT FACILITY LEASE CHECKLIST

SITE: Dick Runyan

ADDRESS: 3800 Gallihar Road

DATE OF INSPECTION: 12/12/18

INSPECTOR PRINTED NAME

Clayton Garland

INSPECTOR JOB TITLE

Athletics Program Manager

INSPECTOR SIGNATURE

Check "NO" if repairs are not necessary; "YES" if repairs are necessary.
Briefly explain extent of repair for all boxes marked yes.

PLAYING SURFACE

1. Unsafe hard soil surface exposed.
2. Surface is uneven due to soil grade.
3. Turf is not uniform in height and is cut shorter than 2"
4. Turf is not uniform in height and exceeds 3"
5. Turf is not stable and "blow-outs" frequently occur
6. Weeds are present with thorns, bristles, or burrs.
7. Moles, gophers or other animals have caused mounds or holes.
8. Hazardous ruts on the field due to mowing equipment or trenching.
9. Irrigation on the field is not working properly.

| Field 1 | | | Bullpen | | | Field 3 | | | Field 4 | | | Field 5 | | | Field 6 | | |
|---------|----|----|---------|----|----|---------|----|----|---------|----|----|---------|----|----|---------|----|----|
| Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA |
| | X | | | X | | | X | | | X | | | X | | | X | |
| | X | | | X | | | X | | | X | | | X | | | X | |
| | X | | | X | | | X | | | X | | | X | | | X | |
| | X | | | X | | | X | | | X | | | X | | | X | |
| X | | | | X | | | X | | | X | | | X | | | X | |
| X | | | X | | | | X | | | X | | | X | | | X | |
| | X | | | X | | | X | | | X | | | X | | | X | |
| X | | | | X | | | X | | | X | | | X | | | X | |
| | X | | | X | | | X | | | X | | | X | | | X | |

COMMENTS - Irrigation could not be established water was currently shut off at the facility

Unsafe holes located behind Pitchers mound, 3rd base dugout and Center field

Large slope going down into the leftfield fence

Clover weeds with vines all throughout the infield and outfield

SKINNED AREAS

1. Soil is too loose to provide good running traction.
2. Soil surface is not loose enough around sliding zones for safe sliding.
3. Soil is too abrasive for safe sliding.
4. Running paths and sliding zones near have become worn and need to be leveled off.
5. Batter's box and home plate areas have become worn and need to be reconditioned.
6. The skinned area has low spots or is not level and needs to be dragged/regraded.
7. Hazardous soil buildup (lip) between the skinned area and the turf.
8. Coach's box is not level with surrounding area.
9. Coach's box is excessively hard.

| Field 1 | | | Field 2 | | | Field 3 | | | Field 4 | | | Field 5 | | | Field 6 | | |
|---------|----|----|---------|----|----|---------|----|----|---------|----|----|---------|----|----|---------|----|----|
| Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA |
| X | | | | X | | | X | | | X | | | X | | | X | |
| | X | | | X | | | X | | | X | | | X | | | X | |
| | X | | | X | | | X | | | X | | | X | | | X | |
| X | | | | X | | | X | | | X | | | X | | | X | |
| X | | | | X | | | X | | | X | | | X | | | X | |
| X | | | | X | | | X | | | X | | | X | | | X | |
| X | | | | X | | | X | | | X | | | X | | | X | |
| X | | | | X | | | X | | | X | | | X | | | X | |
| X | | | | X | | | X | | | X | | | X | | | X | |

COMMENTS

Lips around the infield diamond including homeplate and coaches box

Infield dirt has become loose and does not provide good traction

PITCHER'S MOUND

1. Mound does not conform to league requirements (Little League, Pony, USSSA, etc...)
2. "Push off" and "landing" areas are not constructed with specialized clay.
3. "Push-off" and "landing" areas are dished out and need repair.
4. Hazardous soil buildup (lip) between the mound and the infield grass.

| Field 1 | | | Bullpen | | | Field 3 | | | Field 4 | | | Field 5 | | | Field 6 | | |
|---------|----|----|---------|----|----|---------|----|----|---------|----|----|---------|----|----|---------|----|----|
| Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA |
| | X | | | X | | | X | | | X | | | X | | | X | |
| X | | | | X | | | X | | | X | | | X | | | X | |
| | X | | | X | | | X | | | X | | | X | | | X | |
| X | | | | X | | | X | | | X | | | X | | | X | |

Field 1 -Pitching mound has no specialized clay in landing spot

1. Base coverings have unsafe rips or gouges.
2. Base framework or hardware is loose or damaged.
3. Base ground stake is unsafely protruding above the surface grade.
4. Base ground stake is out of alignment or not level with the surface.
5. Base ground stake is not firmly secured in its concrete footing.
6. Bases do not seat properly with the ground elevation or they are sealed loosely.
7. Concrete footings have rounded edges and may twist out of place in the ground.
8. Surface of home plate is not level with the surrounding surface.
9. Surface of home plate is worn or irregular.
10. Pitcher's rubber is not secured safely into the ground.
11. Pitcher's rubber is showing unsafe wear or gouges.

| Field 1 | | | Bulpen | | | Field 3 | | | Field 4 | | | Field 5 | | | Field 6 | | |
|---------|----|----|--------|----|----|---------|----|----|---------|----|----|---------|----|----|---------|----|----|
| Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA |
| X | | | | | X | | | X | | | X | | | X | | | X |
| | X | | | | X | | | X | | | X | | | X | | | X |
| | X | | | | X | | | X | | | X | | | X | | | X |
| | X | | | | X | | | X | | | X | | | X | | | X |
| | X | | | | X | | | X | | | X | | | X | | | X |
| | | | | | | | | | | | | | | | | | |
| | X | | | | X | | | X | | | X | | | X | | | X |
| | | | | | | | | | | | | | | | | | |
| X | | | | | X | | | X | | | X | | | X | | | X |
| | X | | | | X | | | X | | | X | | | X | | | X |
| X | | | | | X | | | X | | | X | | | X | | | X |
| | X | | X | | | X | | | | | X | | | X | | | X |
| X | | | X | | | X | | | | | X | | | X | | | X |

All Bases including Home Plate and the Pitching Rubber have gouges. 1B, 2B and 3B footings have become rounded and cause the base to move

1. Fence posts are loose or improperly set in the ground.
2. Fence posts are on the inside of the playing area fence.
3. Concrete footings are exposed above ground.
4. Fencing is not securely attached to the fence posts with loose or broken ties.
5. Unsafe gaps under fencing.
6. No bottom tension wire or railing to secure the bottom of the fence.
7. No top railing to secure fence at the top.
8. Wire ends of chain link fencing are exposed along the top.
9. Damaged portions of fencing that are loose, sharp, protruding, or unsafe.
11. Unsafe gaps in the backstop or netting with worn out boards or fencing.
12. Backstop does not meet industry recommended specifications.

[illegible]

LIGHTING

1. Burned out lights.
2. Beam direction of the lights are out of adjustment.
3. Lighting grid pattern on the field is uneven or irregular.
4. Scoreboards have bulbs out and are not working properly.

[illegible]

COMMENTS - Scoreboard could not be assessed because the City does not have access to the remote
One burned out bulb on the right center field pole

BLEACHERS

1. Nuts and bolts on the bleachers are loose, missing, or protruding.
2. Guard rails are loose or missing.
3. Plank or railing end caps are loose or missing.
4. Wooden planks are worn out or splintered.
5. Hazardous protrusions or sharp edges.

| Field 1 | | | Field 2 | | | Field 3 | | | Field 4 | | | Field 5 | | | Field 6 | | |
|---------|----|----|---------|----|----|---------|----|----|---------|----|----|---------|----|----|---------|----|----|
| Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA | Yes | No | NA |
| | X | | | | X | | | X | | | X | | | X | | | X |
| | | X | | | X | | | X | | | X | | | X | | | X |
| | X | | | | X | | | X | | | X | | | X | | | X |
| | | X | | | X | | | X | | | X | | | X | | | X |
| | X | | | | X | | | X | | | X | | | X | | | X |

COMMENTS

TOTAL
(add all the boxes checked NO)

| Field 1 | Bullpen | Field 3 | Field 4 | Field 5 | Field 6 |
|---------|---------|---------|---------|---------|---------|
| 31 / 50 | 17 / 26 | NA / NA | NA / NA | NA / NA | NA / NA |

CONCESSION STAND / RESTROOMS / PRESS BOX

1. Concession/ Restrooms / Press Box is damaged or need structural work.
2. Concession/ Restrooms / Press Box floor is dirty and needs to be swept or vacuumed.
3. Concession/ Restrooms are not properly stocked.
4. Bathrooms do not have proper signage and need to be replaced.
5. Concession tables and chairs are outdated and need to be repaired or replaced.
6. Concession/ Restrooms lighting is not working properly.
7. HVAC in Concession/ Restrooms is not working properly.
8. Concession/ Restrooms have become outdated or need new paint.

| Concession 1 | | | Concession 2 | | | |
|--------------|----|----|--------------|----|----|--|
| Yes | No | NA | Yes | No | NA | |
| X | | | | | X | Press Box has hole in the roof |
| | X | | | | X | |
| | | X | | | X | |
| X | | | | | X | No signs for Male or Female on doors |
| | | X | | | X | |
| | X | | | | X | |
| | | X | | | X | |
| X | | | | | X | Press Box paint has become old and chipped |

CONCESSION STAND/ RESTROOMS TOTAL
(add all the boxes checked No)

| Concession 1 | Concession 2 |
|--------------|--------------|
| 2 / 5 | NA / NA |

COMMENTS -

Restroom water fountain on the right side had paint stains

SURROUNDING AREA

1. Turf is not uniform in height and is cut shorter than 2"
2. Turf is not uniform in height and exceeds 3"
3. Weeds are present with thorns, bristles, or burrs.
4. Moles, gophers or other animals have caused mounds or holes.
5. Litter and unsafe debris is scattered around the facility.
6. The supply and location of waste cans is inadequate.
7. Perimeter Fence posts are loose or improperly set in the ground.
8. Perimeter fencing is not securely attached to the fence posts.
9. Unsafe gaps under perimeter fencing.
10. No bottom tension wire or railing to secure the bottom of the perimeter fence.
11. No top railing to secure perimeter fence at the top.

| Yes | No | NA |
|-----|----|----|
| | X | |
| | X | |
| X | | |
| | X | |
| | X | |
| | X | |
| | | X |
| | | X |
| | | X |
| | | X |
| | | X |

12. Wire ends of chain link perimeter fencing are exposed along the top.
13. Damaged portions of perimeter fencing that are loose, sharp, protruding, or unsafe.
14. Security Lighting is not working properly.
15. Traffic markings are not adequately marked.
16. Signs in poor condition and need replacing. (ADA Handicap Parking, Maintenance Area-Keep Out)
17. Sportsmanship signs with league rules, guidelines, and consequences are not posted on site.

| | | |
|---|--|---|
| | | X |
| | | |
| | | X |
| | | X |
| X | | |
| X | | |
| | | X |

SURROUNDING AREA TOTAL

(add all the boxes checked NO)

5 / 8

COMMENTS

Check "YES" if repairs are not necessary; "NO" if repairs are necessary.
Briefly explain extent of repair for all boxes marked yes.

General Safety:

1. Fire Extinguisher on premises.
2. First aid Kit on premises.
3. Health permits posted in concession stand.
4. Food handler's cards posted and on file.

| Yes | No | NA |
|-----|----|----|
| | | X |
| | | X |
| | | X |
| | | X |

GENERAL SAFETY TOTAL

(add all the boxes checked Yes)

NA / NA

COMMENTS

FACILITY INSPECTION TOTAL

(add all the totals to get a grand total)

55 / 89

FACILITY GRADE

(divide the grand total)

61.80%

Grading Scale
Excellent- 95%-100%
Good- 84%-94%
Average- 72%-83%
Below Average- 60%-71%
Unplayable- 59% and below

Printed Name Sammie Grunwald
President Signature Sammie Grunwald
Date