

**PARKING LOT LEASE AGREEMENT BETWEEN
THE CITY OF CORPUS CHRISTI AND SINISTER, LLC**

This Lease Agreement ("Lease") is entered into this ____ day of _____, 2020 by and between the CITY OF CORPUS CHRISTI, a Texas Home Rule Municipality, hereinafter referred to as the "City", and the SINISTER OFF ROAD LLC, a Texas limited liability company, hereinafter referred to as the "Lessee".

WHEREAS, City owns title to certain real property and improvements thereon, a parking lot with parking spaces, located on the property bounded by Leopard and Sam Rankin Streets, Corpus Christi, Nueces County, Texas, known as "1401 Leopard Street" and legally described as JONES N17.9' OF LTS 1, 2, 3, ALL OF LTS 11 & 12 BK 10 AKA TR A, as shown on "**Exhibit A**", attached hereto and incorporated herein for all purposes; and

WHEREAS, Lessee desires to lease 1401 Leopard Street, as marked in **Exhibit A**, ("Leased Premises") for parking purposes; and

NOW THEREFORE, in consideration of the mutual covenants in this agreement, the City and Lessee hereby agree as follows:

Section 1. TERM:

The term of this Lease is for one (1) year, beginning on the date of City Council approval (commencement date). The parties may mutually extend the term of this agreement for up to 4 additional one-year periods (option periods), provided, the parties do so in writing and prior to the expiration of the original term or the then-current option period. The City's extension authorization must be executed by the City Manager or designee. After the fourth option period has ended the Lessee may remain as a holdover tenant under the most recent terms of this agreement.

Section 2. RENT:

The Lessee agrees to pay the City the sum of \$100 per month as rent, which shall be due and payable without demand or notice on or before the first (1st) day of each month during the term of this Lease, beginning on the Commencement Date. The Rent shall then increase to \$300 in any additional exercised option period years.

Section 3. DESCRIPTION OF PROPERTY:

City leases to Lessee that certain property owned by City bounded by Leopard and Sam Rankin Streets known as "1401 Leopard Street" and legally described as JONES N17.9' OF LTS 1, 2, 3, ALL OF LTS 11 & 12 BK 10 AKA TR A, as described in **Exhibit A**, for use as a parking lot.

Section 4. USE:

Except with the prior written consent of the City, the Lessee shall use the Leased Premises as a parking lot only, and for no other purpose. Vehicles awaiting repair or pickup may not be stored on the Leased Premises.

Section 5. ASSIGNMENT:

The Lessee may not assign this Lease or sublet any portion of the Leased Premises without the written consent of the City.

Section 6. SURFACE MAINTENANCE:

The Lessee agrees to keep the surface of the Leased Premises in good repair and maintenance during the term of this Lease. Notwithstanding the foregoing, the Lessee will be solely responsible for the costs of surface maintenance and repairs. Lessee also agrees to professionally clean up any fluid leaks and/or chemical stains left as a result of usage of the Leased Premises.

Section 7. MOWING AND GROUNDS MAINTENANCE:

The Lessee agrees to mow and maintain the grounds for the Leased Premises.

Section 8. UTILITIES:

The Lessee agrees to provide the water, electric and lighting for the Leased Premises.

Section 9. ALTERATIONS:

The Lessee shall not make any alterations, additions, or structural changes to the Premises without the prior written consent and approval of the City, Asset Management Department, Facilities Division. Any alterations, additions, or structural changes, if approved, shall remain a part of the Premises at the conclusion of the term of this Lease.

Section 10. TOWING ENFORCEMENT:

All parking spaces on the leased Property must have proper signage and identifying paint before towing can commence. Lessee will be responsible for the towing of unauthorized vehicles on leased Property. Any towing conducted must be in compliance with State law.

Section 11. INSURANCE:

On or before the Effective Date, the Lessee must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in **Exhibit B**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Section 12. INDEMNIFICATION:

Lessee shall assume all risks incident to the use of the leased Property as a parking lot and shall fully indemnify, save, and hold harmless the City, its officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims demands, and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with

Lessee's activities or incidental to this Agreement, including any injury, loss or damage caused by the sole or contributory negligence of any or all of the Indemnitees. Lessee must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based on those claims and demands with counsel satisfactory to Indemnitees, and pay all charges of attorneys and all other cost and expenses of any kind arising from the liability, damage, loss, claims, demands, or actions.

Section 13. NOTICE:

Any required written notices shall be sent mailed, certified mail, postage prepaid, addressed as follows:

To City:

City of Corpus Christi
Attn: Director of Asset Management
P.O. Box 9277
Corpus Christi, Texas 78469

To Lessee:

Sinister, LLC
Attn: Owner
1400 Leopard Street
Corpus Christi, Texas 78401

Section 14. DEFAULT REMEDIES:

The Lessee hereby agrees that if the Lessee defaults in the payment of rent or violates any other covenant of this Lease, then this Lease may be forfeited at the City's discretion if such default continues for a period of thirty (30) days after the City notifies the Lessee in writing of any such default and the City's intention to declare this Lease forfeited. Unless the Lessee has completely removed or cured the default within thirty (30) days of receiving such notice, this Lease shall cease and the City shall be entitled to immediately re-enter and retake possession of the Premises.

Section 15. TERMINATION:

- A. Lessee shall have the right to terminate this Agreement by giving City thirty (30) days' prior written notice of the date of termination, in which case all obligations on the part of Lessee shall also terminate as of the date of termination, so long as the Property is returned in same or better condition as upon the Effective Date, normal wear and tear excepted. If the Property is not in such condition, Lessee shall repair the Property to such condition within sixty days after termination of this Agreement.
- B. If there is noncompliance with one or more of the provisions contained herein, either party may give written notice to the other party to cure or begin curing the default(s) within ten days of receipt of notice. If there is not compliance or substantial compliance with each provision identified within ten days of receiving said notice, the complying party may terminate this Agreement for cause by providing written notice of termination to the noncomplying party and listing one or more areas of continued noncompliance.
- C. City shall have the right to terminate the Agreement at will by giving Lessee thirty (30) days' prior written notice of the date of termination.

Section 16. QUIET ENJOYMENT:

As long as the Lessee performs all of the covenants and conditions of this Lease, the Lessee shall have peaceful and quiet enjoyment of the Leased Premises for the term of this Lease.

Section 17. PROPERTY OF CITY:

Upon expiration of this Agreement, or upon termination thereof for any reason, all buildings, improvements, and fixtures placed on the Property by Lessee shall become property of City.

Section 18. LANDLORD/TENANT:

It is specifically agreed and understood that the parties intend and do hereby create a landlord/tenant relationship, and this Agreement shall be construed conclusively in favor of that relationship. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision contained herein, nor any of the acts of the parties hereto, shall be deemed to create any relationship between the parties herein other than that of Landlord and Tenant.

Section 19. GOVERNING LAW AND VENUE:

This lease shall be governed by, construed, and enforced in accordance with the laws of The State of Texas. Venue for any legal action related to this Agreement is in Nueces County, Texas.

Section 20. ADVERTISING AND SIGNAGE:

The Director has the right to prohibit any advertising and/or signage by Lessee at the Property which impairs the reputation of the Property or the City.

Section 21. 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 related to this Agreement, 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.

Section 22. COMPLIANCE WITH LAWS:

Lessee must comply with all applicable Federal, State, County, and City laws, rules, regulations, and ordinances which may be applicable to its operation at the Property and its performance under this Agreement. This Agreement is also subject to applicable provisions of the City Charter.

Section 23. AUTHORIZATION:

It is understood that this Lease is not binding on the Lessee until properly authorized by the City Council of the City of Corpus Christi, Texas and executed by the City Manager or designee.

Section 24. FORCE MAJEURE:

No party to this Agreement will be liable for failures and 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 25. AMENDMENTS:

No changes or modifications to this Lease Agreement shall be made, nor any provision waived, unless in writing signed by a person authorized to sign agreements on behalf of each party. This Lease Agreement supersedes all previous agreements between the parties.

Section 26. DISCLOSURE OF INTERESTS:

In compliance with Section 2-349 of the City's Code of Ordinances, the Lessee shall complete the City's Disclosure of Interests form, which is attached to this Agreement as **Exhibit C**, the contents of which, as a completed form, are incorporated in this document by reference as if fully set out in this Agreement.

Section 27. CERTIFICATE OF INTERESTED PARTIES:

Lessee agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.

Section 28. ENTIRETY CLAUSE:

This Agreement 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, which reference to the subject matter hereof, unless contained in this Agreement are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this Agreement and its exhibits of the terms, conditions, promises, and covenants governing each party's performance hereunder and relating to Lessee's use of the Premises.

Remainder of page intentionally left blank; signature page to follow.

Each party to this Agreement has caused it to be executed on the date indicated below, both of which hereby represent that the signatures to this Agreement, below, are of those persons with the capacity and authority to legally bind the parties.

CITY OF CORPUS CHRISTI

ATTEST:

Peter Zaroni, City Manager

Rebecca Huerta, City Secretary

Date

APPROVED AS TO LEGAL FORM

Assistant City Attorney

Date

SINISTER, LLC.

Printed Name

Title

Date

STATE OF TEXAS
COUNTY OF NUECES

This instrument was acknowledged before me on _____, 2020, by _____, _____ on behalf of the company.

Notary Public, State of Texas

EXHIBIT A

Property Description

1401 Leopard Street, Corpus Christi, Texas 78401 and further demarcated in the photograph below.



EXHIBIT B

INSURANCE REQUIREMENTS

I. LESSEE'S LIABILITY INSURANCE

- A. Lessee must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Lessee must not allow any sublessee, to commence work until all similar insurance required of the sublessee has been obtained.
- B. Lessee must furnish to the City's Risk Manager and Contract Administrator (1) copy of Certificates of Insurance 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 and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	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 \$1,000,000 Aggregate
PROPERTY INSURANCE	Lessee shall be responsible to insure all owned, leased and rented property utilized in parking lot.

- C. In the event of accidents of any kind related to this contract, Lessee must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Lessee must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers'

compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Lessee is not domiciled in the State of Texas.

- B. 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.
- C. Lessee shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit 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

- 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, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, 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;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination 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 cancellation, non-renewal, material change or termination 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 stop work hereunder, and/or withhold any payment(s) which become due to Lessee 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 or its sublessee's performance of the work covered under this contract.
- 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 contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2018 Insurance Requirements
Legal Dept.
Parking Lot Lease Agreement
07/06/2018 sw Risk Management



EXHIBIT C
CITY OF CORPUS CHRISTI
DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: _____

STREET ADDRESS: _____ **P.O. BOX:** _____

CITY: _____ **STATE:** _____ **ZIP:** _____

FIRM IS: 1. Corporation ☐ 2. Partnership ☐ 3. Sole Owner ☐
 4. Association ☐ 5. Other ☐ _____

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
_____	_____
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
_____	_____
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
_____	_____
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested, and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas, as changes occur.

Certifying Person: _____	Title: _____
Signature of Certifying Person: _____	Date: _____

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.