

NOTICE: ANY SUBJECT APPEARING ON THIS AGENDA, REGARDLESS OF HOW THE MATTER IS STATED, MAY BE ACTED UPON BY THE BOARD OF DIRECTORS OF TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION.

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS MEETING

AGENDA

APRIL 11, 2018- 4:00 P.M.  
CITY HALL CONFERENCE ROOM  
1801 9th Ave. N.  
Texas City, TX 77590

PLEASE NOTE: Public comments and matters from the floor are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

1. ROLL CALL
  
2. NEW BUSINESS
  - a. Approve Texas City Economic Development Corporation Board Meeting Minutes for December 6, 2017.
  
  - b. Approve Texas City Economic Development Corporation Board Meeting Minutes for February 14, 2018.
  
  - c. Consider and take action on Resolution No. 18-04, ratifying lease agreement with Melinda Medellin Quiroga, *d/b/a Bronco Burritos*, for the parking lot located at 718 6th Street North.
  
  - d. Consider and take action on Resolution No. 18-05, ratifying expenditures to repair the the parking lots located at 800 and 718 6th Street North.
  
  - e. Consider and take action on Resolution No. 18-06, approving an agreement with the Salvation Army to assist with construction of a new facility in exchange for workforce training.
  
  - f. Consider and take action on Resolution No. 18-07, approving expenditures to install new wayfinding LED signs in front of Fire Stations 1 and 3.
  
3. UPDATES
  
4. BOARD COMMENTS
  
5. ADJOURNMENT

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON APRIL 6, 2018, PRIOR TO 5:00 P.M., AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

---

Texas City Economic Development Corporation

**TCEDC Agenda**

**2. a.**

**Meeting Date:** 04/11/2018

**Submitted By:** Rhomari Jackson-Glover, City Secretary

**Department:** City Secretary

---

**ACTION REQUEST (Brief Summary)**

Approve Texas City Economic Development Corporation Board Meeting Minutes for December 6, 2017.

**BACKGROUND**

Due to a computer system failure immediately prior to the last TCEDC meeting held on February 14, 2018, approval for the minutes from the December 6, 2017 meeting was tabled until the following meeting.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Attachments**

Minutes

---

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS MEETING

MINUTES

WEDNESDAY, DECEMBER 6, 2017 - 3:30 P.M.

CITY HALL CONFERENCE ROOM

The Texas City Economic Development Corporation Board of Directors met Wednesday, December 6, 2017, at 3:30 p.m., in the City Hall Conference Room, 1801 9th Avenue North, in Texas City, Texas. A quorum having been met, the meeting was called to order at 3:30 p.m. by Mark Ciavaglia with the following in attendance:

(1) ROLL CALL

Present: Mark Ciavaglia, Chairperson  
Harold Fattig, Vice-Chairperson  
Matthew T. Doyle, Mayor / Director  
Mitchell Chuoke, Director  
Randy Dietel, Director  
Laura Boyd, Ex-Officio Member / Treasurer

Staff Present: Nicholas Finan, Director of Management Services  
Russell F. Plackemeier, City Attorney  
James Hartshorn, Deputy Director of Management Services  
Ryan McClellan, Finance Department  
Justin Herter, Board Secretary  
Rhomari Jackson, City Staff

(2) NEW BUSINESS

- (a) Consider and take action on approving the minutes for October 11, 2017, meeting.

Motion by Vice-Chairperson Harold Fattig, Seconded by Director Mitchell Chuoke to approve the minutes from October 11, 2017.

**Vote: 4 - 0 CARRIED**

- (b) Consider and take action on Resolution No. 17-34, approving expenditures for demolition of buildings located at 715 2nd Avenue South.

Randy Dietel arrived before discussion on this item began.

George Fuller, Director of Community Development, explained that the structures located at 715 2nd Avenue South, the Booker T. Washington School and Gymnasium are severely dilapidated. Mr. Fuller recommended that the structures be demolished to create a safe green space that lines up with IBD guidelines.

Motion by Director Mitchell Chuoke, Seconded by Mayor / Director Matthew T. Doyle to approve Resolution No. 17-34.

**Vote: 5 - 0 CARRIED**

- (c) Consider and take action on Resolution No. 17-35, ratifying expenditures for sidewalk and street repair in the 600 Block of 7th Avenue.

James Hartshorn, Deputy Director of Management Services, went over before and after pictures to show how this property has improved. Tom Kessler and the Public Works Department repaired the sidewalk, widened it and did drainage. The labor and materials for the street asphalt will be contracted out.

Motion by Vice-Chairperson Harold Fattig, Seconded by Mayor / Director Matthew T. Doyle to approve Resolution No. 17-35.

**Vote:** 5 - 0 CARRIED

- (d) Consider and take action on Resolution No. 17-36, ratifying expenditures for landscaping at the TCEDC property located at 901 9th Street.

James Hartshorn, Deputy Director of Management Services, showed a rendering of the proposed landscape design, and explained the need for repairing the masonry cap around the flowerbed.

Motion by Director Mitchell Chuoke, Seconded by Vice-Chairperson Harold Fattig to approve Resolution 17-36.

**Vote:** 5 - 0 CARRIED

- (e) Consider and take action on Resolution No. 17-37, approving expenditures to demolish the TCEDC building located at 520 5th Avenue North.

James Hartshorn, Director of Management Services, stated that this property is severely dilapidated due to age and a large hole in the roof. It would be cost prohibitive to renovate the property to meet current codes. Mr. Hartshorn recommended this property be demolished.

Motion by Mayor / Director Matthew T. Doyle, Seconded by Vice-Chairperson Harold Fattig to approve Resolution No. 17-37.

**Vote:** 5 - 0 CARRIED

(3) UPDATES

James Hartshorn, Deputy Director of Management Services, gave a brief PowerPoint presentation on buildings and lots that have been beautified since the last meeting on October 10, 2017.

Nick Finan, Director of Management Services, gave an update on Fetching Lab Brewery. Randy Dietal, Board Member, asked Nick where the owners of Fetching Lab were currently brewing? Nick replied in Alvin. Harold Fatigg, Vice Chairperson, asked Nick if they would be leasing the property in which they hope to move into. Nick replied that this was a 5 year lease with the option to buy.

Nick Finan, Director of Management Services, gave an update on the previously approved plans for an exit ramp at Holland Road. He stated that Buc-ee's Ltd. paid their portion of the agreement and now TxDOT will begin construction.

(4) BOARD COMMENTS

(5) ADJOURNMENT

Having no further business, Mark Ciavaglia made a Motion to ADJOURN at 3:50 p.m. The meeting was adjourned.

---

Board Secretary  
Texas City Economic Development Corporation

Date Approved: \_\_\_\_\_

**TCEDC Agenda**

**2. b.**

**Meeting Date:** 04/11/2018

**Submitted By:** Rhomari Jackson-Glover, City Secretary

**Department:** City Secretary

---

**ACTION REQUEST (Brief Summary)**

Approve Texas City Economic Development Corporation Board Meeting Minutes for February 14, 2018.

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Attachments**

Minutes

---

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS MEETING

MINUTES

FEBRUARY 14, 2018 - 4:00 P.M.

CITY HALL CONFERENCE ROOM

The Texas City Economic Development Corporation Board of Directors met February 14, 2018, at 4:00 p.m., in the City Hall Conference Room, 1801 9th Avenue North, in Texas City, Texas. A quorum having been met, the meeting was called to order at 4:12 p.m. by Mark Ciavaglia with the following in attendance:

**(1)** ROLL CALL

Present: Mark Ciavaglia, Chairperson  
Harold Fattig, Vice-Chairperson  
Matthew T. Doyle, Mayor / Director  
Randy Dietel, Director  
Laura Boyd, Ex-Officio Member / Treasurer

Absent: Mitchell Chuoke, Director

Staff Present: Nicholas Finan, Executive Director of Management Services  
James Hartshorn, Deputy Director of Management Services  
Russell F. Plackemeier, City Attorney  
David Zacherl, Fire Chief  
Jesse Rubio, Assistant Fire Chief  
George Fuller, City Staff  
Ryan McClellan, City Staff  
Justin Herter, Board Secretary  
Rhomari Jackson, City Staff

Attendees: Henry Gomez

**(2)** NEW BUSINESS

- (a)** Approve Texas City Economic Development Corporation Board Meeting Minutes for December 6, 2017.

James Hartshorn, Deputy Director of Management Services, explained that due to system failure this item should be tabled and will be added to the next meeting's agenda.

It was agreed upon unanimously that the item will be tabled.

- (b)** Consider and take action on Resolution No. 18-01, approving execution of earnest money contract to purchase approximately 26.222 acres of land on Humble Ca,p Road near Attwater Avenue in Texas City, Texas, from Gulf Coast Water Authority.

Russell Plackemeier, explained that Gulf Coast Water Authority proposed to sell this property to TCEDC for the use of a training facility.

David Zacherl, Fire Chief, stated that this will be one of the first LPG training facilities of its kind.

The Chief expressed that the overall goal is to build a facility, in conjunction with College of the Mainland, to train future recruits for EMS, firefighters, active shooter, emergency driving, tactical training and more.

Motion by Vice-Chairperson Harold Fattig, Seconded by Director Randy Dietel to approve Resolution No. 18-01.

**Vote:** 4 - 0 CARRIED

- (c) Consider and take action on Resolution No. 18-02, accepting donation of the property located at 622 3rd Avenue North from Third Ave 22, LLC (HL Homes) and authorizing the demolition of the structures located on the property.

Nick Finan, Executive Director of Management Services, explained that this property is located behind the Public Works building on 6th street. Mr. Finan stated that the property has gone into severe disrepair and if donated, the TCEDC will pay for the demolition cost which is not to exceed \$60,000. Mr. Finan then explained that the property would have to be tax free with a clear deed before its accepted as a donation.

Harold Fattig, Vice-Chairperson, asked if the motion to approve this item needed to state the stipulations?

Mr. Finan answered no, there will be several conditions that have to be met before the EDC will even accept the property including the taxes must be paid and there are no encumbrances or liens.

Motion by Director Randy Dietel, Seconded by Vice-Chairperson Harold Fattig to approve Resolution No. 18-02.

**Vote:** 4 - 0 CARRIED

- (d) Consider and take action on Resolution No. 18-03, approval of a request to amend the TCEDC budget for fiscal year 2017-2018.

James Hartshorn, Deputy Director of Management Services, proposed that a budget amendment be made in the amount of \$50,000.00 to create a Marketing/Tourism Coordinator position.

Laura Boyd, Finance Director, explained that the remaining half of the position's salary and benefits will come from the Hotel Motel Tax Fund. Ms. Boyd also stated that the City Commission will be presented with an Ordinance for this item on February 21, 2018.

Motion by Vice-Chairperson Harold Fattig, Seconded by Mayor / Director Matthew T. Doyle to approve Resolution No. 18-03.

**Vote:** 4 - 0 CARRIED

(3) UPDATES

Nick Finan, Director of Management Services, stated that the Grant building located on 6th Street and 5th Avenue has gone to court to begin the condemnation process. Mr. Finan also updated the Board on the Gulf Coast Ammonia tax project with Eastman.

James Hartshorn, Deputy Director of Management Services, informed everyone of the new Visit Texas City App that is now available for download.

**(4) BOARD COMMENTS**

Mark Ciavaglia, Chairperson, explained that the TCISD school board will be having a bond election to approve money to rebuild and upgrade four schools located in La Marque and Texas City.

**(5) ADJOURNMENT**

Having no further business, Randy Dietel made a Motion to ADJOURN at 4:32 P.M.; the motion was SECONDED by Matthew Doyle. The meeting was adjourned.

---

Board Secretary  
Texas City Economic Development Corporation

Date Approved: \_\_\_\_\_

**TCEDC Agenda**

**2. c.**

**Meeting Date:** 04/11/2018

**Submitted By:** Rhomari Jackson-Glover, City Secretary

**Department:** City Secretary

---

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-04, ratifying lease agreement with Melinda Medellin Quiroga, d/b/a *Bronco Burritos*, for the parking lot located at 718 6th Street North.

**BACKGROUND**

It is proposed that the TCEDC approves a lease agreement with Bronco Burritos to utilize the parking lot located at 718 6th Street North. The term is one dollar per month for six months with an option to renew for another 6 months. Bronco Burritos is a successful breakfast and lunch establishment on Galveston Island and they are seeking to expand. Since there are no TCEDC properties on 6th Street currently available for this use, they proposed bringing their food trailer. This would allow them to test the market and determine if they would like to construct a new building on 6th Street.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Attachments**

Resolution No. 18-04  
Agreement

---

**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 18-04**

**A RESOLUTION RATIFYING THE LEASE AGREEMENT WITH MELINDA MEDELLIN QUIROGA, OWNER OF BRONCO BURRITOS, FOR THE PROPERTY LOCATED AT 718 6<sup>TH</sup> STREET NORTH; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the TCEDC seeks to attract new businesses and patrons to the 6<sup>th</sup> Street District; and

**WHEREAS**, the TCEDC owns the parking lot located at 718 6<sup>th</sup> Street North; and

**WHEREAS**, a six-month lease agreement was executed between Melinda Quiroga, owner of Bronco Burritos, and the TCEDC on February 27, 2018 for the property located at 718 6<sup>th</sup> Street North.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:**

**SECTION 1:** The Board of Directors of the Texas City Economic Development Corporation hereby ratifies the execution of the 718 6<sup>th</sup> Street North lease agreement with Melinda Quiroga, owner of Bronco Burritos.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 11th day of April 2018.**

---

CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

---

BOARD SECRETARY  
Texas City Economic Development Corporation

**GROUND LEASE**

This GROUND LEASE ("Ground Lease") is entered into as of February 23, 2018 ("Effective Date") by Texas City Economic Development Corporation, a non-profit Texas Corporation ("Landlord"), and Melinda Medellin Quiroga, d/b/a *Bronco Burritos* ("Tenant").

**RECITALS**

Landlord is the owner of unimproved property ("Property") located at 718 6<sup>th</sup> Street North, Texas City, Texas, and containing approximately 13,750 square feet and depicted on Exhibit "A" attached hereto.

Landlord desires to ground lease the Property to Tenant, and Tenant desires to ground lease the Property from Landlord.

In consideration of these recitals and the mutual covenants and conditions contained in this Ground Lease, Landlord and Tenant agree as follows:

**ARTICLE I  
DEMISE**

**1.1. Incorporation of Recitals.** The Recitals set forth above are incorporated and made a part of this Ground Lease.

**1.2. Agreement to Ground Lease.** Landlord, in consideration of the covenants to be performed by Tenant as provided in this Ground Lease, leases the Property to Tenant and Tenant leases the Property from Landlord on the terms and conditions and for the purposes provided in this Ground Lease. Landlord's lease of the Property to Tenant includes any and all utility rights, including water, wastewater, and sanitary sewer capacity, associated with the Property, if any. Except as provided in Article 11 of this Ground Lease, Tenant accepts the Property "AS IS, WHERE IS" subject to the conditions of Section 1.3 and subject to all existing liens, encumbrances, conditions, charges, covenants, easements, restrictions, and other matters of record, and subject to any matters that may be disclosed by inspection or survey.

**1.3. DISCLAIMER OF REPRESENTATIONS. EXCEPT AS MAY BE SET FORTH OR PROVIDED FOR IN THIS GROUND LEASE, LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT NEITHER LANDLORD NOR ANY OF ITS OFFICERS, PARTNERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES MAKES OR HAS MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PORTION OF IT, THE PROPERTY'S PHYSICAL CONDITION, INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED WITH RESPECT TO THE PROPERTY, THE PROPERTY'S FITNESS OR SUITABILITY FOR ANY PARTICULAR USE, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY OR ANY PORTION OF IT, EXCEPT AS MAY BE EXPRESSLY**

Tenant



Landlord



**SET FORTH IN THIS GROUND LEASE, AND THAT TENANT HAS INSPECTED THE PROPERTY AND LEASES THE PROPERTY "AS IS, WHERE IS."**

**ARTICLE 2  
TERM**

**2.1. Term; Commencement Date; Renewal Options.** This Ground Lease will be for an initial term of six (6) months beginning on March 1, 2018 ("Commencement Date") and ending on September 1, 2018 ("Term") unless terminated earlier under this Ground Lease. As long as Tenant is not in default under this Ground Lease beyond any applicable notice and cure period provided for in this Ground Lease, and as long as Tenant timely gives notice as provided below, Tenant will have the option to renew the Term for the Property for one (1) consecutive renewal periods consisting of six (6) months. Written notice to Landlord exercising each renewal must be given by Tenant at least thirty (30) days before the expiration of the current Term; otherwise, Tenant's renewal options will automatically and conclusively be deemed canceled, null, and void.


**ARTICLE 3  
RENT**

**3.1. Rent.** Tenant will pay to Landlord as monthly rental for the use and occupancy of the Property during the Term, beginning on the Commencement Date, without deduction, setoff, prior notice, or demand, the sum of ONE AND 00/100 DOLLARS (\$1.00) per month. The Rent will be payable in advance on the first (1st) day of each month in equal monthly amounts ("Monthly Rent"). If this Ground Lease begins on a date other than the first or last day of the month, the rent will be prorated. Tenant will pay Landlord at the address set forth in Section 18.1 or at another location that Landlord may designate under Section 18.1. Any amount of Rent not paid when due will bear interest at the annual rate of five percent (5%) ("Default Rate"), payable from the date the cure period expires until paid. If Tenant does not timely pay the Monthly Rent by the first (1st) day of any month under this Ground Lease, then, in addition to all other rights and remedies available to Landlord, a late charge equal to five percent (5%) will be assessed and will be immediately due and payable by Tenant to Landlord for each late payment.

**3.2. Utility Charges.** Landlord will provide two (2) new electrical services and one (1) water meter to the site. Tenant expressly agrees that Landlord is not, nor will be, required to furnish to Tenant any water, sewer, gas, heat, electricity, light, power, or any other facilities, equipment, labor, materials, or services of any kind, that are not available to the Property other than those aforementioned. Tenant shall pay or cause to be paid promptly when due all charges for water, electricity, sanitary sewer, dumpster or any other utility services furnished to the Property.

**3.3. Security Deposit.** Tenant will pay to Landlord a Security Deposit ("Security Deposit") in the amount of Six Hundred Dollars (\$600.00) on the execution of this Ground Lease as security for the performance of Tenant's obligations under this Ground Lease. Landlord may apply any or all of the Security Deposit toward the payment of any sum or the performance of

Tenant 

Landlord 

any obligations that Tenant fails to timely pay or perform. The Security Deposit will not be considered an advance payment of Rent or a measure of Landlord's damages on Tenant's default under this Ground Lease.

**ARTICLE 4  
TAXES**

**4.1. Tenant Taxes.** Tenant will pay before delinquency any and all taxes levied or assessed by any governmental authority against any personal property in or on the Property or arising from the use of the Property by Tenant during the Term of this Ground Lease, including but not limited to license fees, sales and use taxes, income taxes, and franchise taxes.

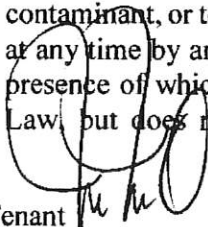
**ARTICLE 5  
POSSESSION AND USE CONSIDERATIONS**

**5.1. Use.** During the Term, Tenant may use the Property and any Improvements (as defined in Section 6.2) constructed on the Property for temporary parking and operation of a food truck park ("Permitted Use").

**5.2. Laws and Regulations.** Tenant shall not violate any health, building, sign, parking law, ordinance, or regulation of any governmental authority applicable to Tenant's use of and business operations on the Property, including but not limited to any and all permits or licenses as required by the Galveston County Health District and the City of Texas City. If required by a governmental authority solely by reason of Tenant's use of the Property, Tenant will make repairs, improvements, and alterations as long as they are completed in conformity with the terms of this Ground Lease.

**5.3. Environmental Compliance.** Tenant will not engage in any activity on or about the Property that violates any Environmental Law (defined below), and will promptly, at Tenant's sole cost and expense, take all investigatory and remedial action reasonably required by Landlord or ordered or required by any governmental agency or Environmental Law for cleanup and removal of any contamination involving any Hazardous Substance created, caused (directly or indirectly), or materially contributed to by Tenant. The term "Environmental Law" includes, without limitation, any federal, state, or local law, ordinance, order, decree, rule, regulation, or common law in effect on the date of this Lease or later enacted or imposed, pertaining to health, safety, land use, or environmental protection, including but not limited to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Clean Water Act, 33 U.S.C. §1251 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., and any similar state law, each as amended. The term "Hazardous Substance" includes, without limitation, any substance that (1) at any time is listed or determined to be a hazardous waste, hazardous substance, pollutant, contaminant, or toxic material in or under an Environmental Law, (2) has been or is determined at any time by any agency or court to be regulated under any Environmental Law, or (3) the presence of which requires investigation, removal, or remediation under any Environmental Law, but does not include any janitorial supplies in quantities and strengths normal and

Tenant



Landlord 

necessary for the maintenance of property similar to the Property, if sold, kept, and used in accordance with all Environmental Laws. The term "Hazardous Substance" also includes, without limitation, asbestos and polychlorinated biphenyls. Tenant will provide prompt written notice to Landlord whenever Tenant learns of the existence of Hazardous Substances on the Property that are in violation of any Environmental Law and whenever any notices of violation of any Environmental Law are received by Tenant. The provisions in this Section will not apply to or prevent Tenant from having, handling, and disposing of Hazardous Substances in the normal course of its activities and operations as long as this is done in full compliance with all Environmental Laws. Tenant will indemnify and hold harmless Landlord from and against any and all claims and losses arising from Tenant's violations of Environmental Laws and any Hazardous Substances being brought on or released in, on, or under the Property by Tenant. This Section will survive any termination of this Lease.

**5.4. Signs.** Landlord agrees that Tenant, at its sole cost and expense, may place signs on the Property. Signs may be placed on the Property only after Tenant submits to Landlord full and detailed plans and specifications for the signs (including but not limited to size, content, and location) and Landlord provides Tenant with prior written approval. All signs must be placed and constructed in accordance with the approved plans and specifications and must comply with all applicable laws and ordinances.

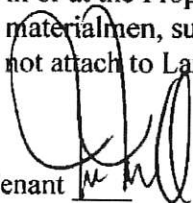
## ARTICLE 6

### ENCUMBRANCES, IMPROVEMENTS, AND RIGHT OF FIRST REFUSAL

#### **6.1. No Encumbrances.**

(a) **No Liens; Indemnity.** It is expressly acknowledged and understood that Landlord does not consent, and has not by the execution and delivery of this Ground Lease consented, to the imposition of any liens on Landlord's interest in the Property by any party. Tenant will not suffer or permit to be enforced against the Property, or any part of it, any mechanic's, materialman's, contractor's, or subcontractor's lien or other lien arising from any design or construction of the Improvements, however it may arise. If any mechanic's, materialmen's, or other types of liens or lien claims are filed against Tenant's leasehold interest or otherwise against the Property or any other interest of Landlord, however the liens or claims arise or result, including but not limited to from the acts or omissions of Tenant, Tenant will promptly secure the release of the same, or if Tenant wishes in good faith to contest any lien or claim, Tenant may do so by appropriate legal proceedings. If Tenant does not secure the release, Landlord may, after five (5) days' written notice to Tenant following a final judgment, pay the lien or claim and secure the release, and Tenant will immediately reimburse Landlord for all sums so spent, together with interest at the annual rate of five percent (5%), from the date paid by Landlord to the date of reimbursement by Tenant. On final determination of the lien or claim, Tenant will promptly pay any judgment rendered with all proper costs and charges and will have the lien released and judgment satisfied. No work that Landlord requires or permits Tenant to perform in or at the Property will be deemed for the use or benefit of Landlord, and the liens of laborers, materialmen, suppliers, or other parties otherwise entitled to file liens against the Property will not attach to Landlord's interest in the Property or to any other interest of Landlord.

Tenant



Landlord 

Tenant will defend and indemnify Landlord against all liability and loss of any type arising from work performed or caused to be performed on the Property by Tenant, together with reasonable attorney fees and all costs and expenses incurred by Landlord in negotiating, settling, defending, or otherwise protecting against such claims.

(b) Landlord's Right to Discharge Lien. If Tenant does not record the Texas statutory bond or otherwise protect Landlord's Property under any alternative or successor statute, and a final judgment has been rendered against Tenant by a court of competent jurisdiction for the foreclosure of a mechanic's, materialmen's, contractor's, or subcontractor's lien claim, and if Tenant fails to stay the execution of the judgment by lawful means or to pay the judgment, Landlord will have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of the judgment or lien or both. Tenant will reimburse Landlord for all sums paid by Landlord under this Subsection, together with all of Landlord's reasonable attorney fees and costs, plus interest on those sums, fees, and costs at the maximum legal rate of interest per year from the date of payment until the date of reimbursement.

**6.2. Improvements.** Landlord agrees that Tenant, at its sole cost and expense, has the exclusive right to place and construct on all or any part of the Property any fences, structures, and other improvements and fixtures that Tenant deems necessary in connection with the Permitted Use of the Property ("Improvements"). The Improvements may be placed or constructed on the Property only after Tenant submits to Landlord full and detailed plans and specifications for the Improvements and Landlord provides Tenant with prior written approval. All Improvements must be placed or constructed in accordance with the approved plans and specifications and must comply with all applicable laws and ordinances.

**6.3. Ownership of Improvements During Term.** All Improvements permitted by this Ground Lease will be owned by Tenant until expiration of the Term or earlier termination of this Ground Lease. Tenant will not, however, remove any Improvements from the Property nor waste, destroy, or modify any Improvements on the Property, except as permitted by this Ground Lease.

**6.4. Ownership at Termination.** All Improvements on the Property at the expiration of the Term or earlier termination of this Ground Lease will, without compensation to Tenant, become Landlord's property free and clear of all claims to or against them by Tenant or any third person. Tenant will defend and indemnify Landlord against all liability and loss arising from such claims or from Landlord's exercise of the rights conferred by this Section.


#### ARTICLE 7


#### NO SERVICES REQUIRED OF LANDLORD

Landlord will not be required to provide any services, construction, allowance, work, maintenance, repairs, or other actions on or with respect to the Property.

#### ARTICLE 8

#### MAINTENANCE, REPAIRS, AND ALTERATIONS

Tenant 

Landlord 

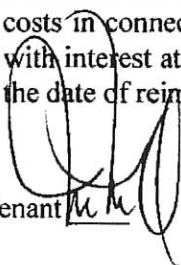
**8.1. Maintenance.** Tenant, at its sole expense, will keep the Property and any Improvements and fixtures situated on it in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements, and renewals of them. All maintenance repairs, replacement, and renewals will be equal in quality and class to the original work. Tenant waives any right created by any law now or later in effect to make repairs to the Property and Improvements at the Landlord's expense.

If any of the Improvements constructed by Tenant on the Property encroach on any property, street, or right-of-way adjoining or adjacent to the Property, materially violate the agreements or conditions contained in any restrictive covenant or other agreement affecting the Property or any part of it, materially hinder or obstruct any easement or right-of-way to which the Property is subject, or impair the rights of others under any easement or right-of-way, then promptly on the written request of Landlord, Tenant will, at its expense, subject to its right to contest the existence of any encroachment or violation, and in such case in the event of an adverse determination, either (1) obtain valid and effective waivers or settlements of all claims, liabilities, and damages resulting from each encroachment, violation, hindrance, obstruction, or impairment, whether it will affect Landlord or Tenant, or (2) make changes in the Improvements and take other necessary actions to remove the encroachment, hindrance, or obstruction and to end the violation or impairment, including, if necessary, the alteration or removal of any of the Improvements.

**8.2. Restoration of Damage.** In the event of any damage to or destruction of the Property, the Improvements, or the fixtures, or any portions of them, Tenant will promptly and diligently repair, restore, and replace them so that the completed works of repair, restoration, and replacement will be equal in value, quality, and use to the condition of the Improvements and fixtures before the event giving rise to the repair, restoration, or replacement subject to any manufacturer requirements. All insurance proceeds collected for the damage or destruction will be applied to the cost of the repairs or restoration in accordance with Section 10.1. If there are no insurance proceeds or the proceeds are insufficient to make the repairs or restoration, Tenant will make up the deficiency out of its own funds. If Tenant fails or refuses to make the repairs or restoration as provided in this Section, the failure or refusal will constitute a default under this Ground Lease, and all insurance proceeds collected will be paid over to and be retained by Landlord for its own account. Landlord may, but will not be required to, use and apply the insurance proceeds for the repair or restoration of the improvements or fixtures or to the Rent owed under this Ground Lease, and Landlord may further, at its option, terminate this Ground Lease.

**8.3. Failure to Maintain.** In the event of a default by Tenant under Article 8 that is not cured within thirty (30) days following written notice from Landlord, and in addition to all other rights of Landlord under this Ground Lease, Landlord will be permitted, but will not be obligated, to enter on the Property and in any Improvements, and to perform work that may be necessary to maintain, repair, restore, or replace the Property or any Improvements to the condition and standards required under this Ground Lease. All of Landlord's expenses and costs in connection with this work will be paid by Tenant to Landlord on demand, together with interest at the Default Rate from the date the expenses and costs are paid by Landlord to the date of reimbursement by Tenant.

Tenant



Landlord



**ARTICLE 9  
WAIVER AND INDEMNITY**

**9.1. Waiver.** Tenant waives all claims against Landlord and its agents, employees, and contractors for any loss, damage, or injury by reason of any cause that should be insured against under the terms of the insurance policy or policies referred to below, regardless of whether caused by the sole, joint, or comparative negligence of Landlord or its agents, employees, or contractors. This waiver is intended as a waiver of claims against Landlord and its agents, employees, and contractors even if caused by the sole, joint, or comparative negligence of Landlord or its agents, employees, or contractors.

**9.2. Indemnity/Release.** Tenant releases and indemnifies Landlord and its agents, employees, and contractors from all claims, actions, losses, obligations, costs, and expenses resulting from any personal injury or property damage occurring on or about the Property or caused by any act or omission of Tenant or its agents, employees, contractors, or invitees, regardless of whether caused by the sole, joint, or comparative negligence of Landlord or its agents, employees, or contractors. This release and indemnity is intended as a waiver of claims against and indemnity of Landlord and its agents, employees, and contractors even if caused by the sole, joint, or comparative negligence of Landlord or its agents, employees, or contractors.

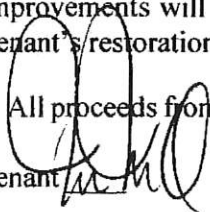
**ARTICLE 10  
INSURANCE**

**10.1. All Risk Insurance.** At all times during the Term, Tenant will, at its sole cost and expense, maintain causes of loss – special form (formerly “all risk”) property insurance on the Property and any Improvements, including coverage for Tenant’s personal property. This insurance will be of the type and in the form as Landlord may reasonably determine, but which in no event will provide less coverage than one hundred percent (100%) of the then actual replacement cost, as determined from time to time (but at least annually) by the carrier of the coverage then in force.

Any insurance proceeds received on account of casualty loss to or of the Improvements will be deposited in a joint account with Landlord and Tenant and advanced for the purpose of defraying the cost of rebuilding or repairing the Improvements or erecting new improvements in replacement equal to the total fair market value of the repaired or replaced Improvements immediately before the casualty loss, and for the purpose of paying to Tenant any excess remaining after the Rent and other charges due Landlord have been paid current and the work of building, rebuilding, or repairing is substantially completed. However, Tenant’s duty to repair, restore, and replace the Improvements will be waived if either Landlord and Tenant mutually agree in writing to waive Tenant’s restoration duty.

All proceeds from the property insurance received by Landlord or Tenant will be made available

Tenant



Landlord



to Tenant for the construction, reconstruction, or repair, as the case may be, of the Improvements or any part of them damaged or destroyed by fire or other casualty. The holder of the insurance proceeds will pay out, from time to time, on the estimates of Tenant's architect, all reasonable amounts incurred or paid by Tenant for the construction, reconstruction, or repair. Restoration or replacement of the Improvements will be such that the constructed, reconstructed, or repaired Improvements will have a fair market value at least equal to the fair market value of the Improvements as they existed immediately before the casualty. If restoration of the Improvements is required under this Ground Lease, Tenant must begin the construction, reconstruction, or repair of the Improvements within two (2) days after receipt of the property insurance proceeds, and Tenant will prosecute the work with diligence to completion at the earliest practicable date, taking into account the nature and extent of the work to be performed. If Tenant does not begin repairs or complete the work within the time specified in this Section 10.1, Landlord may (1) terminate this Ground Lease and retain as liquidated damages, and not as a penalty, all insurance money not previously disbursed as provided above or (2) undertake the work in Tenant's stead.

If the proceeds from the property insurance are insufficient to cover the cost of the construction, reconstruction, or repair of the Improvements, Tenant will, at Landlord's election, either (1) rebuild the Improvements with Tenant's funds or (2) restore the Property to the condition the Property was in as of the Commencement Date. However, Tenant's duty to repair, restore, and replace the Improvements will be waived if either Landlord and Tenant mutually agree in writing to waive Tenant's restoration duty.

**10.2. Commercial General Liability Insurance.** At all times during the Term, Tenant will, at its sole cost and expense, maintain commercial general liability insurance, including Property operations, contractual, products/completed operations, and personal injury coverage, and naming Landlord as an additional insured, insuring against claims for bodily injury, death, or property damage occurring on or about the Improvements to be constructed on the Property, with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) each occurrence and One Million Dollars (\$1,000,000.00) general aggregate.

**10.3. Workers' Compensation/Employers' Liability.** Tenant will, at its sole cost and expense, maintain workers' compensation coverage with statutory limits and employer's liability coverage for no less than Five Hundred Thousand Dollars (\$500,000.00) each accident (with a disease policy limit of no less than Five Hundred Thousand Dollars (\$500,000.00)).

**10.4. Insurers; Certificates of Insurance.** Tenant's obligations to maintain insurance under this Ground Lease may be satisfied by appropriate amendment, rider, or endorsement on any blanket policy or policies carried by Tenant. Tenant will obtain the type and limits of coverage provided in this Ground Lease by companies licensed to do business in Texas and having a Best's Financial Strength Rating of at least A- and a Financial Size Category of at least VII or higher. Insurance policies will name Landlord as an additional insured via additional insured endorsements that are acceptable to Landlord. Landlord will receive from Tenant, or Tenant's insurers, certificates evidencing the insurance. The insurance policies will also contain endorsements that the insurance may not be canceled or the limits of coverage reduced except on five (5) days' written notice to Landlord. Tenant will annually deliver to Landlord

Tenant 

Landlord 

certificates of insurance evidencing Tenant's compliance with its obligations to maintain insurance under this Ground Lease before the expiration of the insurance policies.

**10.5. Waiver of Subrogation.** All insurance policies obtained by Tenant under this Ground Lease will provide for waiver of subrogation for any loss or damage insured against unless it is demonstrated that the waiver cannot be obtained.

**10.6. Failure to Carry Insurance.** If Tenant does not maintain the insurance required under this Ground Lease or fails to carry any insurance required by law, Landlord may, but will not be obligated to, at any time and from time to time, procure the required insurance and pay the premiums. If Landlord procures and pays the premiums on the required insurance Tenant will, immediately on demand by Landlord for payment, repay to Landlord all premiums paid by Landlord together with interest at the Default Rate from the date Landlord makes payment to the date of Tenant's reimbursement.

**10.7. Uninsured Risk.** Subject to the waiver of Tenant's restoration duty in Section 8.2 and Section 10.1, if the Property or the Improvements, or any portion of either, is partially damaged or destroyed from a risk not covered by the insurance required under this Ground Lease, Tenant at its own cost will immediately begin to restore the portion damaged or destroyed to a condition substantially identical to its condition immediately before the damage or destruction, and complete the restoration within seventy-two (72) hours after the commencement of construction. Tenant will be responsible for payment of all deductible amounts under Tenant's insurance policies.

## ARTICLE 11 LANDLORD REPRESENTATIONS, WARRANTIES, AND COVENANTS

In addition to the covenants, representations, and warranties of Landlord contained elsewhere in this Ground Lease, Landlord covenants, represents, and warrants to Tenant the following:

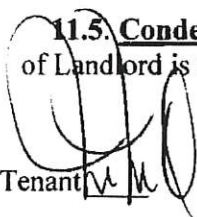
**11.1. Quiet Possession.** Landlord covenants that Tenant will have quiet possession of the Property throughout the term of this Ground Lease, as long as Tenant is not in default under this Ground Lease beyond any applicable notice and grace periods.

**11.2. Landlord's Right to Execute Ground Lease.** Landlord represents and warrants to Tenant that Landlord has the authority and full power to execute this Ground Lease and to take all actions and perform all agreements contemplated under this Ground Lease.

**11.3. Title.** Landlord has fee simple title to the Property, subject to all restrictions, easements, encumbrances, and other matters of record.

**11.4. Existence.** Landlord is in existence, in good standing, and qualified to do business in the State of Texas.

**11.5. Condemnation.** No condemnation exists against, or to the current actual knowledge of Landlord is threatened against, the Property.

Tenant 

**ARTICLE 12  
LANDLORD'S ACCESS TO PROPERTY**

Landlord and its authorized representatives may enter the Property, any Improvements, or any part of either at all reasonable times and on reasonable notice (except in the event of an emergency when no notice will be required) for all lawful purposes reasonably necessary to enable Landlord to exercise all of its rights under this Ground Lease; and, at any time, to exhibit the Property and Improvements for sale or lease, or for display concerning sale or lease. No entry permitted under this Section will constitute an eviction of Tenant, and Landlord will exercise the right of access so as not to unreasonably interfere with use of the Property and Improvements by Tenant or by any of Tenant's customers.

**ARTICLE 13  
ASSIGNMENT AND SUBLETTING**

**13.1. Assignment.**

(a) Tenant may not assign or otherwise transfer this Ground Lease or any interest in this Ground Lease without first obtaining the written consent of Landlord, which will not be unreasonably withheld, conditioned, or delayed. Despite anything in this Ground Lease to the contrary, Landlord's consent will not be required with respect to the following, provided that prompt written notice is given to Landlord (a "Permitted Transfer"): (1) any transfers to an Affiliate (as defined below), subsidiary, parent, or successor (whether by purchase of interest or assets) of Tenant, (2) any transfer, assignment, or sale of this Ground Lease, its leasehold interest, or its Improvements, in connection with any foreclosure, deed, or assignment in lieu of foreclosure or similar transaction resulting from any default under any mortgage or deed of trust encumbering this Ground Lease, its leasehold estate, or its Improvements, (3) any transfer, assignment, or sale of this Ground Lease, its leasehold interest, or its Improvements to a third party by any Leasehold Mortgagee or its affiliate who acquired the assets in a transaction as described in (2) above, (4) any transfer, assignment, sale, or conveyance of any interest in Tenant in connection with any "mezzanine" type financing involving the pledge of any interests in Tenant, and (5) any transfer, assignment, or sale of any interest in Tenant to a third party by any pledge or its affiliate who acquired the interest as described in (4) above.

If Landlord does not approve or disapprove (and give specific reasons for disapproval) a proposed assignment of this Ground Lease within seven (7) days after receiving written request for consent, then Tenant will send a second written request for consent. If Landlord does not approve or disapprove (and give specific reasons for disapproval) the proposed assignment of this Ground Lease within seven (7) days after receiving the second notice, then the assignment will be deemed approved. Landlord's consent will not be required for any Permitted Transfer. Upon the assignment of Tenant's entire leasehold estate under this Ground Lease, the assignor will be released from all continued liability under this Ground Lease.

Tenant 

Landlord 

“Affiliate” means any entity that is controlled by, controls, or is under common control with Tenant. For purposes of this definition, the term “controlled by,” “controls,” or “under common control with” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of any entity, whether through legal or beneficial ownership of voting securities, by contract, or otherwise.

(b) Landlord may assign or convey its interest in this Ground Lease or its interest in the Property without Tenant's consent. At the time of the assignment or conveyance, Landlord will provide written notice of the action to Tenant. Landlord will be released from liability for performance of Landlord's obligation under this Ground Lease accruing from and after the date of Landlord's assignment, and the assignee will be deemed to have assumed all of Landlord's obligations under this Ground Lease from and after the date of Landlord's assignment.

**13.2. Subletting.** Tenant shall have the right to sublease all or any part of the Property for the same purposes permitted under the terms and provisions of this Lease. Any such sublease shall be subject to the conditions, obligations, and terms set forth herein, and Tenant shall be responsible for the observance by its sub-lessees of the terms and covenants contained in this Lease. Each sublease shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld. Tenant shall promptly report to Lessor any subleases of the Property or any part thereof, and shall furnish Landlord with a copy of each and every Sublease Agreement. Any damages incurred as a result of a sub-lessee shall be the sole responsibility of the Tenant.

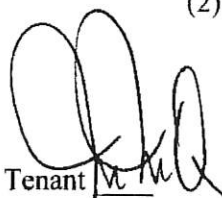
**13.3. Void Transfers.** Any assignment or subletting not permitted under the terms of this Ground Lease will be void and of no force or effect. Consent by Landlord to one or more assignments or sublettings will not be deemed or construed as a consent to any other assignment or subletting and will not alter the primary liability of Tenant under this Ground Lease. Without Landlord's written consent, no interest of Tenant in this Ground Lease will be assignable by operation of law, for the benefit of creditors, or by voluntary or involuntary bankruptcy or reorganization or otherwise. Nothing under this Ground Lease will be construed or interpreted to limit Landlord's right to assign its interest under this Ground Lease.

## ARTICLE 14 DEFAULTS

### 14.1. Tenant Default.

(a) Tenant will be in default under this Ground Lease if, during its Term, any of the following occur:

- (1) Tenant does not pay any installment of Monthly Rent when it becomes due and payable, and the failure to pay continues for five (5) days after Tenant's receipt of written notice from Landlord of default.
- (2) Tenant does not observe or perform any of Tenant's covenants, agreements, or obligations under this Ground Lease other than the payment of rent and the default continues for five days after Tenant's receipt of written notice from Landlord specifying the default unless the default cannot be cured

Tenant 

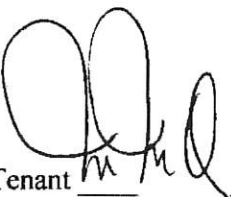
immediately and Tenant has commenced proceedings to cure the default within the five (5) day period and has diligently continued to cure the default and the default is cured within five (5) days after Tenant's receipt of Landlord's written notice of default, unless Landlord consents to a longer cure period, which will not be unreasonably withheld.

- (3) Tenant is adjudicated to be bankrupt or insolvent.
- (4) A receiver is appointed for all or substantially all of Tenant's business or assets on the grounds of Tenant's insolvency and the appointment is not rescinded within two (2) days.
- (5) A trustee is appointed for Tenant or Tenant remains a debtor-in-possession after a petition has been filed for Tenant's reorganization under the Bankruptcy Code of the United States, or any future law of the United States or the State of Texas having the same general purpose.
- (6) Tenant makes an assignment for the benefit of its creditors without Landlord's consent.

If any of the preceding events occur, Landlord will have all remedies described in Subsection (b) below.

(b) Remedies. If Tenant defaults under this Ground Lease and the default remains uncured beyond the applicable cure period, Landlord may exercise any or all of the following remedies at its sole option, including any and all other rights or remedies that are now or may later be provided by law:

- (1) Landlord may terminate Tenant's right to possess the Property and any Improvements by any lawful means, in which case this Ground Lease will terminate and Tenant will immediately surrender possession of the Property and any Improvements to Landlord. No act by Landlord, other than giving written notice to Tenant, will cause this Ground Lease to terminate for Tenant's default. On termination of this Ground Lease, Landlord will be entitled to recover from Tenant all damages incurred by Landlord because of Tenant's default, including but not limited to the following: costs of recovering possession of the Property and any Improvements; the actual and documented expenses of reletting, including renovation, alteration, or removal of the Property or any Improvements; reasonable attorney fees; and any other costs that Landlord has incurred or will incur because of Tenant's failure to perform its obligations under this Ground Lease.
- (2) If Landlord elects not to terminate this Ground Lease, this Ground Lease will continue in full force and effect and Landlord will have the right to collect Rent when due. Tenant will pay to Landlord all Rent due under this Ground Lease as it becomes due and payable. No act by Landlord allowed by this Subsection will terminate this Ground Lease unless Landlord

Tenant 

notifies Tenant in writing of its election to do so.

- (3) Landlord may exercise any and all other rights or remedies available at law, in equity, or otherwise.
- (4) Despite anything contrary in the Ground Lease, in no event will either Landlord or Tenant be liable to the other for any consequential, indirect, or punitive damages.

**14.2. Reversion of Title.** On the termination of this Ground Lease as a result of Tenant's default, all right, title, and interest in and to any Improvements located on the Property will automatically vest in Landlord without the payment of any compensation or consideration by Landlord to Tenant.

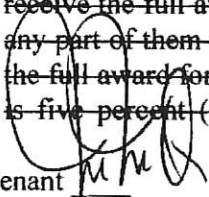
**14.3. Cumulation.** The rights and remedies given to Landlord in this Ground Lease are distinct, separate, and cumulative, and no one of them, whether or not exercised by Landlord, will be deemed to be in exclusion of any of the others. The exercise or beginning of the exercise by Landlord of any of the rights or remedies provided for in this Ground Lease, or now or later existing at law, in equity, or by statute or otherwise, will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies available.


**14.4. Effect of Termination.** Any termination of this Ground Lease by Landlord for Tenant's default will result in (1) a transfer of fee simple title to the Improvements to Landlord and (2) a transfer of any Tenant Subleases to Landlord, both transfers without payment of any compensation or consideration by Landlord to Tenant.

**14.5. Landlord's Lien.** To secure the payment and performance of all of Tenant's obligations under this Ground Lease, Tenant grants to Landlord a contract lien on and security interest in all property placed in the Property and all proceeds of any insurance covering damage to the property. Landlord will have the right to execute a financing statement relating to the lien and security interest. This Section will constitute a security agreement under the Texas Uniform Commercial Code, and Landlord will be entitled to all of the rights and remedies of a secured party under the Code, cumulative of all other rights of Landlord at law or equity.

**ARTICLE 15**  
**EMINENT DOMAIN**

**15.1. Eminent Domain.** ~~If all or any part of the Property is taken under the power of eminent domain (or by agreement of Landlord, Tenant, and any governmental body in lieu of the exercise of eminent domain authority), this Ground Lease will not terminate or be modified, but the Rent and other charges payable by Tenant will be reduced or abated in proportion to the amount of the Property taken. In the case of any such taking, Tenant will be entitled to receive the full award for the value of (1) Tenant's leasehold estate, (2) the Improvements or any part of them taken, and (3) Tenant's relocation costs. Landlord will be entitled to receive the full award for the value of the Property or any part taken. If the part of the Property taken is five percent (5%) or more of the total Property area, Tenant will have the option of~~

Tenant 

Landlord 

~~terminating this Ground Lease. If a taking involving all of the Property or such a major part of it would render the remainder unfit for continued occupancy by Tenant, as reasonably determined by Tenant, and Tenant notifies Landlord in writing that the remaining Property is unfit for Tenant's use, this Ground Lease will terminate on the date that Tenant is deprived of the possession of the Property.~~

~~**15.2. Taking for Temporary Use.** In the event of any taking for the temporary use of all or any part of the Property or any Improvements for a period, or in the event of a taking of any estate less than a fee ending on or before the expiration date of the Term, neither the Term nor the Rent will be reduced or affected in any way, and Tenant will be entitled to any award for the Tenant's interest taken. If a result of the taking is to necessitate expenditures for changes, repairs, alterations, modifications, or reconstruction of the Improvements to make it economically viable and a practical whole, Tenant and Landlord will receive, hold, and disburse the award in trust for the work. At the completion of the work and the discharge of all liens and claims from the Property and any Improvements, Tenant will be entitled to any surplus and will be liable for any deficit. If the taking is for a period extending beyond the Term's expiration date, the taking will be treated under the preceding provisions for total and partial takings.~~

**ARTICLE 16  
SPECIAL PROVISIONS**

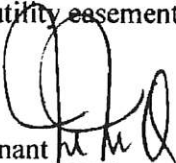
**16.1. Trash, Garbage, Etc.** Tenant shall make suitable arrangements for the storage, collection, and removal of all trash, garbage, and other refuse on the Property. At the sole cost and expense of Tenant, Tenant shall provide appropriate, covered, commercial-type receptacles for such trash, garbage, and refuse, and shall maintain the receptacles fully screened from view from adjoining properties or public streets and in an attractive, safe and sanitary matter.

**16.2 Additional Services at Tenant's Expense.** At Tenant's Sole cost and expense, Tenant shall provide and maintain portable restroom facilities on the Property at all times Tenant, or sub-tenants, are operating their business. Such facilities/portable restrooms shall be complaint with all state, county, and local codes and ordinances and shall be kept clean and emptied at least bi-monthly.

**16.3 Texas City Food Truck Permit Fee.** During the Term of this Lease, Landlord at its sole cost and expense, shall pay for Tenant's *Food Truck Permit Fee* assessed by the City of Texas City.

**ARTICLE 17  
ACCESS; EASEMENTS**

**17.1. Mutual Cooperation.** Without first obtaining consent of the other party, neither Landlord nor Tenant will enter into any agreements; restrictive covenants; access, parking, or utility easements; or rights-of-way that adversely affect the day-to-day business operations on

Tenant 

Landlord 

the Property, the parking for or access to the Property, or any other portion of the Property. Neither Landlord nor Tenant will unreasonably withhold, condition, or delay its consent.

**17.2. Utilities.** In order to provide for Tenant's construction of any future permitted Improvements on the Property, it may be necessary that street, water, sewer, drainage, gas, power line, and other easements and dedications, and similar rights be granted or dedicated over or within portions of the Property. If Landlord approves the Improvements, then Landlord will, on request of Tenant, join with Tenant in executing and delivering the documents throughout the term of this Ground Lease as may be appropriate, necessary, or required by the several governmental agencies, public utilities, and companies for the purpose of granting the easements and dedications.

## ARTICLE 18 MISCELLANEOUS

**18.1. Notices.** All notices given by any party or to any other party in connection with this Ground Lease and the transactions contemplated by it will be in writing and deemed to have been properly given if and when delivered personally, sent by certified mail (prepaid and return receipt requested), or sent prepaid by any nationally recognized overnight express service, addressed to the party at the address listed below, or at any other place that the party may designate by written notice to the others.

**Landlord:**

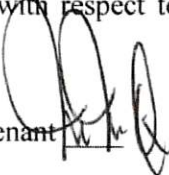
Texas City Economic Development Corporation  
Attn: James Hartshorn  
1801 9th Ave N.  
Texas City, TX 77592  
[jhartshorn@texas-city-tx.org](mailto:jhartshorn@texas-city-tx.org)

**Tenant:**

Melinda Medellin Quiroga  
4917 Ave J  
Galveston, TX 77551  
[melmedellin@hotmail.com](mailto:melmedellin@hotmail.com)

**18.2. Captions and Terms.** The captions of Articles and Sections of this Ground Lease are for convenience only and are not a part of this Ground Lease and do not in any way limit or define the terms and provisions of this Ground Lease.

**18.3. Entire Agreement.** This Ground Lease and the attached Exhibits set forth all of the covenants, promises, agreements, and understandings between Landlord and Tenant. There are no oral agreements between the parties or oral representations on which either Landlord or Tenant has relied affecting this Ground Lease, and this Ground Lease supersedes and cancels any previous negotiations, arrangements, agreements, and understandings between the parties with respect to the subject matter of this Ground Lease. No future alteration, amendment,

Tenant 

change, or addition to this Ground Lease will be binding on the parties unless reduced to writing and signed by the party against whom enforcement of the provision is sought.

**18.4. Binding Agreement.** The provisions of this Ground Lease will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, assigns, and subtenants.

**18.5. Relationship of the Parties.** Nothing contained in this Ground Lease will be deemed or construed as creating a partnership, joint venture, or similar relationship between the Landlord and Tenant, or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

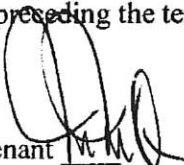
**18.6. Severability.** If any provision of this Ground Lease is held to be invalid, void, or unenforceable by any duly constituted legal authority, that determination will not affect any other provision of this Ground Lease, and all other provisions will remain in full force and effect.

**18.7. Waiver.** The waiver by either party to this Ground Lease of any breach of any term, covenant, or condition in this Ground Lease will not be construed as a waiver of the term, covenant, or condition or of any later breach of the same or any other term, covenant, or condition in this Ground Lease.

**18.8. Governing Law; Construction; Jurisdiction.** The laws of the State of Texas govern the validity, performance, and enforcement of this Ground Lease. This Ground Lease will not be construed either for or against Landlord or Tenant, but will be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result and recognizing that both Landlord and Tenant and their respective legal counsel have played an equal part in the negotiation and drafting of this Ground Lease. The proper jurisdiction for the resolution of all disputes relating to this Ground Lease will be in Galveston County, Texas.

**18.9. Attorney Fees.** If at any time during the term of this Ground Lease either Landlord or Tenant institutes an action or proceeding against the other concerning the provisions of this Ground Lease, the unsuccessful party in the action or proceeding will reimburse the successful party for the reasonable attorney fees and costs of litigation as the court may award. The term "successful party" means the party, either Landlord or Tenant, that establishes a breach of this Ground Lease by the other party or otherwise establishes liability of the other party for wrongful conduct, regardless of whether actual damages are awarded. If both parties prevail on different claims, the successful party will be the party that is awarded the greater amount of damages.

**18.10. Holdover Tenancy.** Any holdover occupancy of the Property or Improvements by Tenant after termination or expiration of the Ground Lease will be a month-to-month tenancy, and the terms of this Ground Lease will otherwise apply except that the Monthly Rent in Section 3.1 will be one and one-half times of the Monthly Rent for the month immediately preceding the termination or expiration of this Ground Lease.

Tenant 

Landlord 

**18.11. Landlord's Right to Pay.** Subject to the provisions of this Ground Lease, if Tenant does not comply with its obligations under this Ground Lease to pay or cause to be paid any sum or to discharge or cause to be discharged any obligation after receipt of seven (7) days' written notice from Landlord to do so, then Landlord may, at its option, pay and discharge the same or settle or discharge any action or judgment, and Tenant will pay Landlord on demand all sums and amounts and expenses incurred or paid by Landlord together with interest at the lesser of the Default Rate or the highest rate permitted by law.

**18.12. Limitation of Liability.** Notwithstanding anything to the contrary contained in this Ground Lease or elsewhere, neither Landlord nor its successors and assigns will have any personal or corporate liability for an amount exceeding the value of Landlord's interest in the Property and the rents, issues, and profits from it for the failure to pay any sums due or for the performance of any duties, obligations, or liabilities of Landlord, and the sole source of satisfaction for any damages or remedies to which Tenant or any other party may be legally entitled, regardless of their sufficiency, will be the value of Landlord's interest in the Property, and no deficiency judgment may be sought or entered.

**18.13. Recordation.** Tenant will not record this Ground Lease without Landlord's written consent. On the request of either party, however, a party will execute, acknowledge, and deliver to the other a short-form memorandum of this Ground Lease in a form suitable for recordation.

**18.14. Brokerage Commissions.** Each of the parties represents and warrants that there are no broker's commissions or finder's fees in connection with the execution of this Ground Lease. Landlord and Tenant will defend, indemnify, and hold the other harmless from and against any liabilities, claims, demands, and costs arising from any claim or demand by their respective Brokers.

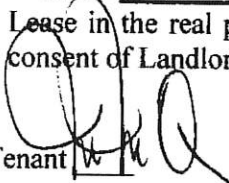
**18.15. Force Majeure.** Whenever the performance of any act required by this Ground Lease by either Landlord or Tenant is prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the reasonable period of delay and performance of the act during the period of delay will be excused; however, nothing in this Section will excuse either the prompt payment of Rent by Tenant as required by this Ground Lease, or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.


**18.16. Amendment of Lease Terms.** No amendment, modification, or cancellation of this Ground Lease will be effective unless reduced to writing and signed by Landlord and Tenant.

**18.17. Counterparts.** This Ground Lease may be executed in two or more counterparts, all of which will be deemed originals and all of which together will constitute one agreement.

**18.18. Memorandum of Ground Lease.** Tenant may not record a Memorandum of Ground Lease in the real property records of Galveston County, Texas, without the express written consent of Landlord.

Tenant



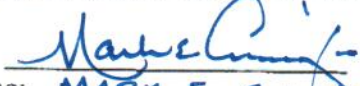
Landlord 

**18.19. Consents and Approvals.** Except as otherwise specifically provided in this Ground Lease, when any party's consent or approval is requested, the consent or approval may not be unreasonably withheld, delayed, or conditioned.

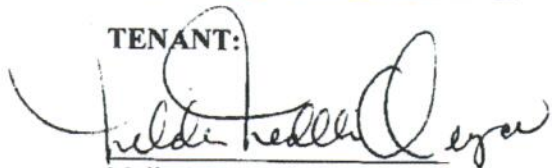
**18.20. Estoppel Certificate.** Either party, on written request by the other, will execute an estoppel certificate certifying whether or not the party is in full compliance with all of the terms and conditions of this Ground Lease.

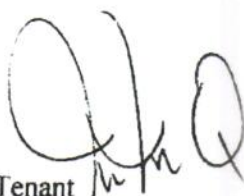
EXECUTED as of \_\_\_\_\_, 2018.

**LANDLORD:**  
TEXAS CITY ECONOMIC  
DEVELOPMENT CORPORATION

By:   
Name: MARK E. CIAVAGLIA  
Title: CHAIRMAN

**TENANT:**

  
Melinda Medellin Quiroga  
Printed Name: Melinda Medellin-Quiroga

  
Tenant

**TCEDC Agenda**

**2. d.**

**Meeting Date:** 04/11/2018

**Submitted By:** Rhomari Jackson-Glover, City Secretary

**Department:** City Secretary

---

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-05, ratifying expenditures to repair the the parking lots located at 800 and 718 6th Street North.

**BACKGROUND**

It is proposed that the TCEDC ratify expenditures to repair the parking lots owned by the TCEDC located at 800 and 718 6th Street North. The entryway to both lots off of 8th Avenue were in severe disrepair and needed to be repaved to help avoid damage to vehicles.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Attachments**

Resolution No. 18-05

---

**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 18-05**

**A RESOLUTION RATIFYING EXPENDITURES TO REPAIR THE PARKING LOTS LOCATED AT 800 AND 718 6<sup>TH</sup> STREET NORTH; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the parking lots located at 800 and 718 6<sup>th</sup> Street North are owned by the TCEDC; and

**WHEREAS**, the parking lots located at 800 and 718 6<sup>th</sup> Street North were in need of repair to prevent damage to vehicles; and

**WHEREAS**, the Public Works Department of the City of Texas City purchased the asphalt materials for \$9,519.65 and provided the labor and equipment to make the repairs.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:**

**SECTION 1:** The Board of Directors of the Texas City Economic Development Corporation hereby ratifies the \$9,519.65 in expenditures for asphalt materials to repair the parking lots located at 800 and 718 6<sup>th</sup> Street North.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 11th day of April 2018.**

---

CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

---

BOARD SECRETARY  
Texas City Economic Development Corporation

**TCEDC Agenda**

**2. e.**

**Meeting Date:** 04/11/2018

**Submitted By:** James Hartshorn, City Secretary

**Department:** City Secretary

---

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-06, approving an agreement with the Salvation Army to assist with construction of a new facility.

**BACKGROUND**

The TCEDC can provide funds to assist various training facilities if they are tied to workforce and involves a community college. The Salvation Army is building a facility in Texas City and one of the main functions of the facility is to provide classrooms and offer training to individuals to assist them in getting back on their feet. As you can see in the agreement they work with various training groups including the College of the Mainland. The mayor has proposed providing \$60,000 to assist The Salvation Army.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Attachments**

Resolution No. 18-06

---

# TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

## RESOLUTION NO. 18-06

**A RESOLUTION APPROVING AN AGREEMENT WITH THE SALVATION ARMY TO ASSIST WITH CONSTRUCTION OF A NEW FACILITY IN EXCHANGE FOR WORKFORCE TRAINING; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the TCEDC can provide funds to assist various training facilities if they are tied to workforce and involves a community college; and

**WHEREAS**, the Salvation Army is building a facility in Texas City and one of the main functions of the facility is to provide classrooms and offer training to help individuals improve their skills and their employment situation; and

**WHEREAS**, in the agreement they work with various training groups including the College of the Mainland; and

**WHEREAS**, it is proposed that the TCEDC contributes \$60,000.00 for construction of a new Salvation Army facility in Texas City.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:**

**SECTION 1:** The Board of Directors of the Texas City Economic Development Corporation hereby approves a contribution to the Salvation Army in the amount of \$60,000.00 to construct a new facility in Texas City in exchange for workforce training.

**SECTION 2:** The Chairperson or Vice Chairperson is hereby authorized to execute any documents necessary for the purchase of the above described property.

**SECTION 3:** This Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 11th day of April 2018.**

---

CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

---

BOARD SECRETARY  
Texas City Economic Development Corporation

**TCEDC Agenda**

**2. f.**

**Meeting Date:** 04/11/2018

**Submitted By:** James Hartshorn, City Secretary

**Department:** City Secretary

---

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 18-07, approving expenditures to install new wayfinding LED signs in front of Fire Stations 1 and 3.

**BACKGROUND**

It is proposed that the TCEDC ratifies expenditures in the amount of \$28,480 to retrofit the signs in front of Stations 1 and 3 with LED monochrome signs. These signs will be able to assist with wayfinding and event promotion and, therefore, will be paid for using the Livable Centers funds approved by TCEDC Resolution 16-13 for such projects.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Attachments**

Resolution No. 18-07

Bid Documents

Station 1

Station 3

---

**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 18-07**

**A RESOLUTION APPROVING EXPENDITURES TO RETROFIT THE SIGNS IN FRONT OF FIRE STATIONS 1 AND 3 WITH LED WAYFINDING SIGNS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the TCEDC approved expenditures for various Livable Centers projects, including wayfinding signs, in Resolution 16-13; and

**WHEREAS**, the Texas City Fire Department acquired three bids to retrofit the existing signs in front of Stations 1 and 3 with new LED monochrome signs to assist with wayfinding; and

**WHEREAS**, 4D Signworks, LLC submitted the low bid of \$28,480.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:**

**SECTION 1:** The Board of Directors of the Texas City Economic Development Corporation hereby approves expenditures to retrofit the signs in front of Fire Stations 1 and 3 with new LED signs for an amount not to exceed \$28,480.00.

**SECTION 2:** The Chairperson or Vice Chairperson is hereby authorized to execute any documents necessary for the purchase of the above described LED wayfinding signs.

**SECTION 3:** This Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 11th day of April 2018.**

---

CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

---

BOARD SECRETARY  
Texas City Economic Development Corporation

MEMORANDUM

To: Debbie Gurka, Purchasing  
From: David Zacherl, Fire Chief  
Date: April 4, 2018  
Re: Quotes, LED Message Boards, Fire Stations 1 & 3

Quotes have been obtained in accordance with written specifications for the replacement of the Marquee alpha/numeric sign boards at Station 1 and Station 3. These signs are used for awareness and information purposes to display messages and provide notification(s) of various City and community events to the public.

The installation of LED digital message centers will afford the ability to display multiple messages in the same time period in place of the alpha/numeric sign boards that only permit one message at a time

Invitations to bid were sent to five (5) companies via USPS certified, return receipt, delivery and four (4) of those companies responded by the close of business (5 p.m.) on Thursday, March 15, 2018 as required.

Responsive Bid Totals:

1. 4D Signworks, LLC	28,480.00
2. Sign of the Times	35,752.66
3. Creative & Casco Signs, Inc.	38,900.00
4. State Sign	53,839.00
5. TNT Signs	No Bid

A meeting was held on March 29, 2018 with 4D Signworks representative Jamie Snook to review the Specification Confirmation sheet and ensure all Specifications were met. The only exception was to Specification 2.5 requiring 19 mm pixel spacing. The quote received stipulated 20 mm pixel spacing and was determined to be a minor exception and was waived.

After the meeting and reviewing the information it was determined that 4D Signworks was the lowest responsible bidder.

If you have any questions or desire additional information, please contact me at your earliest convenience.

Thanks!

*David B. Zacherl*  
*Fire Chief*  
*(Electronically Signed)*

cc: James Hartshorn, City Secretary

Attachment(s)

***“Working Together to Enhance the Community”***



**SIGNWORX**

2022 Pech Road • Houston, Texas 77055 • P: 713.984.2010 • F: 713.984.8064

Date: March 12, 2018

**AN AGREEMENT BETWEEN 4D SIGNWORX, LLC. AND: Texas City Fire Department**

**Job Name:** Texas City Fire Department **Project/ Job Number:** PRO18-0248

**Contact Name:** David Zacherl **Phone:** 409-643-5700  
**Email:** dzacherl@Texas-City-TX.org

**Billing Address:** Fire Administration – 1725 25<sup>th</sup> St, Texas City, TX  
77590

**Job Address:** Fire Station #1-1721 25<sup>th</sup> St. N, Texas, City, TX.  
Fire Station #3-1101 N Amburn Rd, Texas  
City, TX

**"THIS PROJECT INCLUDES A 5-YEAR FULL-COVERAGE "PARTS-&-LABOR" WARRANTY"**

**SCOPE OF WORK TO BE PERFORMED:**

**Texas City Fire Station #1: Double-Sided LED Display**

Site survey. Remove and dispose of existing reader boards. Manufacture and install (1) double-sided 2'-1.187" X 7'-4.187" X 0'-5.875" Red Monochrome 20mm LED displays.

REMOVE & DISPOSE (2) EXISTING  
5'8" 2'0" X 8'-0" READER BOARD  
CANNETS ON EXISTING D/F

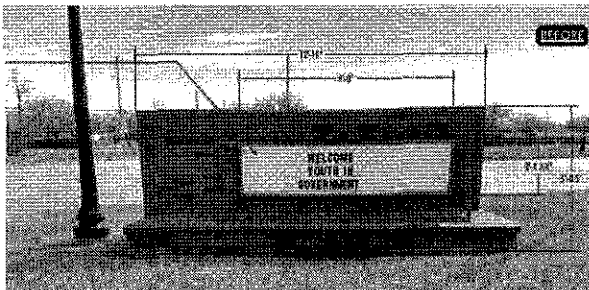


Photo Reference: 2/27-11-18



<b>Bid Amount:</b> \$14,240.00	<b>Sales Tax:</b> \$0	<b>Total:</b> \$14,240.00	<b>Down Payment:</b> \$9,493.33
-----------------------------------	--------------------------	------------------------------	------------------------------------

(initial)



# SIGNWORX

2022 Pech Road • Houston, Texas 77055 • P: 713.984.2010 • F: 713.984.8064

## Texas City Fire Station #3: Double-Sided LED Display

Site survey. Remove and dispose of existing reader boards. Manufacture and install (1) double-sided 2'-1.187" X 7'-4.187" X 0'-5.875" Red Monochrome 20mm LED displays.

REMOVE & DISPOSE (2) EXISTING  
3/7 2'-4" X 8'-4" READER BOARD  
CABINETS ON EXISTING D/F  
MONUMENT



Photo Rendering - 12" x 12"



<b>Bid Amount:</b> <b>\$14,240.00</b>	<b>Sales Tax:</b> <b>\$ 0.00</b>	<b>Total:</b> <b>\$14,240.00</b>	<b>Down Payment:</b> <b>\$9,493.33</b>
--	-------------------------------------	-------------------------------------	---

### LED Display Specifications

#### Display Specifications

**Product Line:** Envision  
**LED Pixel Pitch:** 20.0mm  
**Matrix Size:** 32 x 112  
**Viewing Area:** 2' 1 3/16" x 7' 4 3/16"  
**Cabinet Size:** 2' 1 3/16" x 7' 4 3/16" x 6 7/8"  
**Color:** Red  
**Color Processing:** Red 65,536 Shades  
**LED's per pixel:** Red: 2  
**Character Size:** 5.5" Inches  
**# of Lines/Char. Line:** 4 line(s), 18 characters  
**Brightness:** 4000 NIT's (+/-5%)  
**Viewing Angle:** 120 Degree Horizontal  
**Display Configuration:** Double Face (2 Cabinets - Master/Slave)  
**Maintenance Door:** Front  
**Cabinet Design:** Non-Hinged Single Enclosure w/o border  
**Display Net Weight:** 220.77 lbs. per face (+/- 10%)  
**Ventilation:** Rear Vent

#### Standard Features

**Dimming Levels:** 100 - Auto & Manual  
**Dimming/Temp. Sensor:** Included  
**Crate:** Included  
**Software:** VIVID  
**Software Upgrade:** 5 Years Software Upgrades  
**Software Training:** Webinar

#### Electrical & Venting Requirements

**AC Power Required:** Single Phase 120V or 240V 50/60Hz  
**Total Boot Up Amps\* (120V):** 6.5  
**Regular Operating Amps\* (120V):** 1.97  
**Example Electrical Cost\* (120V):** US\$0.31/Day  
**Venting Requirement\*:** 130.34 CFM

#### Terms of Purchase

**FOB:** Ontario, CA  
**Payment Term:** 50% Deposit, 50% Prior to Shipment  
**Delivery Lead Time\*:** 6 - 8 Weeks  
**Warranty\*:** 5 Year Parts/in Factory Labor Warranty

**PRODUCTION WILL NOT BEGIN UNTIL RECEIPT OF DOWN PAYMENT, SIGNED CONTRACT, AND WRITTEN APPROVAL OF ARTWORK.**  (initial)



**SIGNWORX**

2022 Pech Road • Houston, Texas 77055 • P: 713.984.2010 • F: 713.984.8064

**PROPOSAL SPECIFIC CONDITIONS:**

**ELECTRICAL CONNECTIVITY:** It is agreed that Buyer is to furnish all primary electrical service required. All electrical signage requires a minimum of (1) dedicated circuit and must be run on a Time Clock or Photocell in order to maintain the Warranty provided. "Post-Installation" trips required or related to any electrical issues will be at the buyer's expense. \_\_\_\_\_ (initial)

**SELLER'S RIGHT OF POSSESSION:** Buyer recognizes and consents that all merchandise agreed to herein and above can be recalled, retaken, or repossessed until full and final payment is received by 4D Signworx, LLC. *ALL BALANCES ARE DUE UPON COMPLETION OF JOB, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE IN ADVANCE.* If balance is not paid as agreed upon, 4D Signworx, LLC reserves the right to file judgments for the total amount due including any additional expenses incurred in the process.

- Deadlines are met when the customer has provided all the required information, within the required timeframe.
- Customer must notify 4D Signworx LLC of any governing entities in which signage approval is required prior to commencing work, as well, customer is responsible for obtaining these approvals; ie. Property Management Companies, Landlord, HOA or any other Associations.
- Permits are billed at cost with a standard \$350 permit procurement fee, if the project requires permits.
- Any delays or misinformation that results in extra trips, extra artwork, or overtime are subject to additional charges.
- Vector artwork is required at time of drawing approval. Any artwork recreation, if required, is not included in contract and billable at an additional cost.
- Most projects do not require stamped structural engineer's drawing, however, if engineering is required the fees are disclosed during the project, and are billed on a "per job" basis and are "as required" by the client or governing municipality.
- Any hidden or unforeseen circumstances, such as underground obstructions or hidden deficiencies in the existing structures that require additional time or equipment for removal, are subject to change orders.
- Any jobs requiring a **rush** are subject to an additional overtime charge to meet those deadlines.
- Deposit is non-refundable. In the case a contract is cancelled by the buyer, the deposit will be credited less expenses incurred.

**WARRANTY:**

MATERIALS AND WORKMANSHIP ARE GUARANTEED FOR FIVE YEARS FROM THE DATE OF JOB COMPLETION. IF 4D SIGNWORX, LLC DOES NOT RECEIVE PAYMENT, NET 30 DAYS FROM THE DATE OF INSTALLATION, 4D SIGNWORX HAS THE AUTHORITY TO VOID THE WARRANTY.

**4D SIGNWORX REPRESENTATIVE:**

**CLIENT REPRESENTATIVE:**

\_\_\_\_\_  
**Jamieson Snook-Project Manager**  
**4D SIGNWORX, LLC**

\_\_\_\_\_

\_\_\_\_\_ (TITLE)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Texas City Fire Station #1  
1721 25<sup>TH</sup> Street N  
Texas City, TX 77590

**Model: 15 mm 40 x 160 -Red monochrome**

Outdoor LED digital Sign dimensions: 2' x 8'

Pixel Spacing: 15mm

Total LED lamps per face: 19,200

Sign Matrix: 40 x 160

Character & Font Sizes: 5" text up to 24" text up to 5 lines

**Retro fit into existing cabinet/ brick monument**

**Digital sign features:** UL certified and approved with internal surge protection

Engineer certified 140mph wind load for digital sign

Capable of displaying text, fully animated graphics, video & time and temp

Heavy duty thermostat controlled internal cooling fans

Super bright long-life LED's rated for over 110,000 hours continuous use (11 years)

Pixel configuration: 3 led's per pixel -3 Red

Bright red monochrome

Viewing angle: horizontal 160 degrees, 90 degrees vertical - 6,500 nits max.

Font & character sizes: Adjustable & unlimited based on windows-based fonts

Display methods: over 100 with adjustable speed control horizontal and vertical

Solid extruded aluminum cabinets that are rust proof

Easy ABC programming and included with lifetime free training

**On-Board Controller:** High speed processor 80gig hard drive weatherproof (plug and play)

**Dedicated Laptop:** Comes pre-loaded with our movie editor software that works in unison with your display for easy content creation. Comes with over 3,000 videos and backgrounds.

**Wireless Ethernet:** The Best in wireless communication for you sign - Works up to 3 miles away with direct line of sight. 2.8 GHz frequency. Weather proof cabinets.

**Warranty:** 5 years unlimited parts 1<sup>st</sup> year included free on site service! 10 year guarantee exact parts replacement

**Electrical & communication:** This bid includes customer to provide electrical service to the sign.

**Bid includes:** turn key install, engineering drawings permits & dedicated laptop.

**Delivery:** 8 weeks

Price: \$17,876.33 15MM 2' x 8' Red Monochrome double sided – complete turn key install & set up

Total: \$17,876.33

Tax Exempt

Terms: Cash Deposit: 60% Down / 40% on completion

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

**Quote valid for 60 days**

**Terms and Conditions:** All prices quoted are in United States Dollars and do not include sales tax. To accept this order please sign the quote and email it back. Once we have a signed quote and receive a deposit we will turn your quote to an order and provide you a receipt. If your order is to be shipped in the state of Texas, Applicable taxes will be added to the final invoice. PLEASE SIGN THE QUOTE AND EMAIL IT BACK TO US @ signofthetimes05@gmail.com. Your LED Display utilizes wireless antennas for flawless communication to your digital sign. Your LED Display comes with media creation software. This software is easy use & create messages to your digital sign. Windows based software provides a friendly operating environment. An Easy to follow video tutorial is provided to allow you to maximize the use of your sign. We will provide training for your employees or staff members. **Your sign comes with a (5) year unlimited warranty for any parts in the U.S.( 1<sup>st</sup> year includes on site labor) 10 year exact parts replacement warranty. Exceptions to this warranty will be acts of god i.e. hurricanes, tornadoes, direct lightning strikes, power surges, unchallenged vandalism such as direct gunshot, deliberate attempts of vandalism or fire. Provided laptop is NOT covered under any warranty and does not have any anti-virus protection, should be for sign use only.** Merchant has the option of using local vendors for installation or Sign of the Times to install. If local vendors are installing, wiring and sign ground must be used. Any drilled holes in the cabinet, signage or improper wiring may void warranty. This agreement shall be governed by the laws of the State of Texas. The Merchant and Sign of the Times agree that the down payment for merchant's digital sign, in the unlikely event that the merchant has rescheduled delivery, for any reason the down payment and scheduled deposit are retained until the customer is ready for delivery. Sign of the Times utilizes only the best leasing options, if the merchant has elected to use the leasing companies supplied by Sign of the Times, and then decided to use their own financial sources prior to the perfection of the lease or delivery, both the down payment and deposit will be applied toward a cash payment. The lease payment amount is based upon standard credit ratings, in the unlikely event that the merchant has a subpar credit rating determined by the leasing agency, the monthly payment may be increased or the merchant declined financing all together. On each of these instances the merchant has the option to use their own financial resources, all deposits and down payments will be applied toward a cash payment. Your sign will be built once all documents are provided to the leasing company and the leasing company agrees to pay the balance to Sign of the Times upon delivery and or installation. Lease deals will not be charged taxes, taxes will be applied by the leasing company. If a customer does not qualify for leasing sales tax will be added.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Texas City Fire Station #3  
1101 N. Amburn RD  
Texas City, TX 77591

**Model: 15 mm 40 x 160 -Red monochrome**

Outdoor LED digital Sign dimensions: 2' x 8'

Pixel Spacing: 15mm

Total LED lamps per face: 19,200

Sign Matrix: 40 x 160

Character & Font Sizes: 5" text up to 24" text up to 5 lines

**Retro fit into existing cabinet/ brick monument**

**Digital sign features:** UL certified and approved with internal surge protection

Engineer certified 140mph wind load for digital sign

Capable of displaying text, fully animated graphics, video & time and temp

Heavy duty thermostat controlled internal cooling fans

Super bright long-life LED's rated for over 110,000 hours continuous use (11 years)

Pixel configuration: 3 led's per pixel -3 Red

Bright red monochrome

Viewing angle: horizontal 160 degrees, 90 degrees vertical - 6,500 nits max.

Font & character sizes: Adjustable & unlimited based on windows-based fonts

Display methods: over 100 with adjustable speed control horizontal and vertical

Solid extruded aluminum cabinets that are rust proof

Easy ABC programming and included with lifetime free training

**On-Board Controller:** High speed processor 80gig hard drive weatherproof (plug and play)

**Dedicated Laptop:** Comes pre-loaded with our movie editor software that works in unison with your display for easy content creation. Comes with over 3,000 videos and backgrounds.

**Wireless Ethernet:** The Best in wireless communication for you sign - Works up to 3 miles away with direct line of sight. 2.8 GHz frequency. Weather proof cabinets.

**Warranty:** 5 years unlimited parts 1<sup>st</sup> year included free on site service! 10 year guarantee exact parts replacement

**Electrical & communication:** This bid includes customer to provide electrical service to the sign.

**Bid includes:** turn key install, engineering drawings permits & dedicated laptop.

**Delivery:** 8 weeks

Price: \$17,876.33 15MM 2' x 8' Red Monochrome double sided – complete turn key install & set up

Total: \$17,876.33

Tax Exempt

Terms: Cash Deposit: 60% Down / 40% on completion

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

**Quote valid for 60 days**

**Terms and Conditions:** All prices quoted are in United States Dollars and do not include sales tax. To accept this order please sign the quote and email it back. Once we have a signed quote and receive a deposit we will turn your quote to an order and provide you a receipt. If your order is to be shipped in the state of Texas, Applicable taxes will be added to the final invoice. PLEASE SIGN THE QUOTE AND EMAIL IT BACK TO US @ signofthetimes05@gmail.com. Your LED Display utilizes wireless antennas for flawless communication to your digital sign. Your LED Display comes with media creation software. This software is easy use & create messages to your digital sign. Windows based software provides a friendly operating environment. An Easy to follow video tutorial is provided to allow you to maximize the use of your sign. We will provide training for your employees or staff members. **Your sign comes with a (5) year unlimited warranty for any parts in the U.S. (1<sup>st</sup> year includes on site labor) 10 year exact parts replacement warranty. Exceptions to this warranty will be acts of god i.e. hurricanes, tornadoes, direct lightning strikes, power surges, unchallenged vandalism such as direct gunshot, deliberate attempts of vandalism or fire. Provided laptop is NOT covered under any warranty and does not have any anti-virus protection, should be for sign use only.** Merchant has the option of using local vendors for installation or Sign of the Times to install. If local vendors are installing, wiring and sign ground must be used. Any drilled holes in the cabinet, signage or improper wiring may void warranty. This agreement shall be governed by the laws of the State of Texas. The Merchant and Sign of the Times agree that the down payment for merchant's digital sign, in the unlikely event that the merchant has rescheduled delivery, for any reason the down payment and scheduled deposit are retained until the customer is ready for delivery. Sign of the Times utilizes only the best leasing options, if the merchant has elected to use the leasing companies supplied by Sign of the Times, and then decided to use their own financial sources prior to the perfection of the lease or delivery, both the down payment and deposit will be applied toward a cash payment. The lease payment amount is based upon standard credit ratings, in the unlikely event that the merchant has a subpar credit rating determined by the leasing agency, the monthly payment may be increased or the merchant declined financing all together. On each of these instances the merchant has the option to use their own financial resources, all deposits and down payments will be applied toward a cash payment. Your sign will be built once all documents are provided to the leasing company and the leasing company agrees to pay the balance to Sign of the Times upon delivery and or installation. Lease deals will not be charged taxes, taxes will be applied by the leasing company. If a customer does not qualify for leasing sales tax will be added.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



2719 Texas Avenue • Texas City, Texas • 77590

Quotes for  
Texas City Fire Station #1  
1721 25th Street N.  
Texas City Tx 77590

Provide all parts and labor to:  
Remove existing reader board and install a  
new monochrome red led message center with  
wireless remote on both sides of monument  
and give 5 years parts and labor warranty  
Cost \$16,800.00

Qualifier:  
This sign will extend 5 inches away from brick.  
The old reader is 3 1/2 inches away from brick.

Quote for  
Texas City Fire Station # 3  
1101 N. Amburn Rd  
Texas City Tx 77591

Provide all parts and labor to:  
Remove existing sign and install a new Routed letter sign  
new monochrome red led message center with  
wireless remote on both sides of monument  
and give 5 years parts and labor warranty  
Cost \$22,100.00

Qualifier:  
Due to the limitations of the sign it would be best to remake existing  
monument and fabricate the led message center to fit.  
The appearance will be the same but wider.

Total for both projects is \$38,900

Thanks  
Kenyon Courtney  
Pres.



7630 HANSEN RD  
HOUSTON, TEXAS 77061  
(713) 943-1831

NAME OF CUSTOMER (LEGAL NAME and any DBA) CITY OF TEXAS CITY	CUSTOMER CONTACT ACCOUNTS PAYABLE	PHONE
STREET P.O. DRAWER 2608	JOB NAME TEXAS CITY FIRE STATION #1 & #3	
CITY, STATE and ZIP CODE TEXAS CITY, TEXAS 77590-2608	JOB LOCATION FIRE STATION #1, FIRE STATION #3, TEXAS CITY, TEXAS	

**ACCEPTANCE REQUIRES:**

(1) Authorized representative of Customer must sign where indicated below, and (2) Authorized representative of Comet must accept by signing below.

Regulated by the Texas Department of Licensing and Regulation, P.O. Box 122157, Austin, Texas 78711 - Phone: 512-463-6599 Toll-Free: 800-898-9202 Online: <http://www.license.state.tx.us/Complaints> (Ref: 1305)

**TEXAS MASTER SIGN LICENSE TDLR # 7333**

**TEXAS ELECTRICAL SIGN CONTRACTOR TDLR # 18010**

We Propose to furnish, subject to the terms and conditions on the front and back of this proposal, the items set forth below, for the estimated sum of:  
**Fifty-Three Thousand Eight Hundred Thirty-Nine Dollars** (\$ 53,839.00 )

PAYMENT TO BE MADE AS FOLLOWS

**PAYMENTS PER CONTRACT**

This proposal may be withdrawn if not accepted in 30 days.

No.	Scope of Work	Quantity	Price	Extended
1	<b>FIRE STATION #1</b> FIRE STATION #1 - 1721 25TH STREET NORTH, TEXAS CITY, TEXAS 77590.			
2	<b>REMOVAL</b> REMOVE AND DISPOSE OF EXISTING 2' X 8' X 9" DOUBLE FACED, ILLUMINATED CABINET FROM THE EXISTING BRICK STRUCTURE. LEAVE ELECTRICAL IN PLACE.	1.00	\$2,495.00	\$2,495.00
3	<b>NEW LED DISPLAYS</b> 19.8mm FURNISH RED MONOCHROME, SINGLE FACED DAKTRONICS UNITS WITH CLOUD BASED COMMUNICATION.  MANUFACTURE ADDITIONAL RETAINERS, BRACING AS NEEDED TO ACCOMMODATE NEW SINGLE FACED DAKTRONICS UNITS IN THE EXISTING BRICK SURROUND.	2.00	\$10,576.00	\$21,152.00
4	<b>INSTALL</b> LABOR & MATERIALS TO INSTALL NEW SINGLE FACED, LED UNITS BACK TO BACK IN THE EXISTING BRICK SURROUND WITH ADDITIONAL BRACING AND/OR RETAINERS AS REQUIRED TO SUPPORT THE UNITS.  CONNECT UNITS TO PRIMARY ELECTRICAL SERVICE PROVIDED TO THE INSTALL LOCATION BY OTHERS. PRIMARY ELECTRICAL WORK IS NOT INCLUDED IN OUR SCOPE OF WORK.	1.00	\$3,150.00	\$3,150.00
5	<b>FIRE STATION #3</b> FIRE STATION #3 - 1101 N. AMBURN RD, TEXAS CITY, TEXAS, 77591.			
6	<b>REMOVAL</b> REMOVE AND DISPOSE OF EXISTING 25" X 8' ROUTED AND BACKED FACES WITH ZIP TRACK COPY FROM THE EXISTING DOUBLE FACED CABINET.	2.00	\$995.00	\$1,990.00
7	<b>NEW LED DISPLAYS</b> 19.8mm FURNISH RED MONOCHROME, SINGLE FACED DAKTRONICS UNITS WITH CLOUD BASED COMMUNICATION.  MANUFACTURE ADDITIONAL RETAINERS AND BRACING AS NEEDED SO THAT THE EXISTING SIGN CAN ACCOMMODATE THE NEW UNITS.	2.00	\$10,576.00	\$21,152.00

**ACCEPTANCE OF PROPOSAL AND AGREEMENT TO TERMS**

By signing below, I confirm that I am authorized by Customer to enter into this Agreement. I have read and understand the terms and conditions on the front and back. Customer expressly agrees to all the terms and conditions of the Proposal and Agreement. The undersigned expressly consent(s) to Comet obtaining credit and financial information concerning Customer and/or a consumer credit report on Customer (if Customer is a sole proprietorship) at any time and from any source for the purpose of evaluating Customer's creditworthiness in connection with any request for business credit. I confirm that any credit is sought for commercial purposes, not for personal, family or household use.

Approved by Comet:

Rami Huffaker

3/15/18  
Date

Customer:

Signature

Date

Print Name

Title

# S STATE SIGN

EST. 1956

7630 HANSEN RD  
HOUSTON, TEXAS 77061  
(713) 943-1831

A  COMPANY

NAME OF CUSTOMER (LEGAL NAME and any DBA) CITY OF TEXAS CITY		CUSTOMER CONTACT ACCOUNTS PAYABLE	PHONE
STREET P.O. DRAWER 2608		JOB NAME TEXAS CITY FIRE STATION #1 & #3	
CITY, STATE and ZIP CODE TEXAS CITY, TEXAS 77590-2608		JOB LOCATION FIRE STATION #1, FIRE STATION #3, TEXAS CITY, TEXAS	

No.	Scope of Work	Quantity	Price	Extended
8	<b>INSTALL</b> LABOR & MATERIALS TO INSTALL NEW SINGLE FACED UNITS BACK TO BACK IN THE EXISTING DOUBLE FACED SIGN. INSTALL THE ADDITIONAL RETAINERS AND/OR BRACING TO SUPPORT THE NEW UNITS IN THE SIGN AS NEEDED.  CONNECT TO PRIMARY ELECTRICAL PROVIDED TO THE INSTALL LOCATION BY OTHERS. PRIMARY ELECTRICAL SERVICE TO THE SIGN IS NOT INCLUDED IN OUR SCOPE.	1.00	\$3,150.00	\$3,150.00
9	<b>TAX EXEMPT</b> TAX EXEMPT FORM NEEDED FOR OUR FILES			
10	<b>WARRANTY</b> LABOR FOR YEAR ONE INCLUDED, EXTENSION FOR LABOR COVERAGE IN YEARS TWO - FIVE AVAILABLE AT AN ADDITIONAL COST NOTED. EXTENDED WARRANTY TO COVER LABOR AT FIRE STATION #1 AND #3 INCLUDED IN PRICING SHOWN.	1.00	\$750.00	\$750.00

**TOTAL: \$53,839.00**

**IMPORTANT CUSTOMER NOTIFICATIONS**

- The Customer agrees to accept responsibility for insuring structures, building and property conform to all requirements of land-lord, city planning & zoning departments and other governing and permitting agencies as it applies to this contract. The Customer further agrees to accept responsibility for the placement of the sign(s). Comet relies entirely on Customer's Instructions concerning placement and Customer's representations concerning the location of the easement, right-of-ways, set-backs and other similar restricted areas.
- Price is subject to current sales tax unless a tax exempt certificate is presented with the order.
- An additional charge will be made if rocks or other obstructions are encountered in excavation of foundations.
- The purchaser agrees to accept responsibility for any damages incurred beneath the surface where excavation is required.
- Permitting and engineering fees, when applicable, plus staff time will be added to the final invoice.
- Dedicated 120v circuit and GFI transformer with designated ground as required by National Electrical Code and primary electrical service wiring, disconnect switches and timers must be supplied by others at customer's expense. Comet Signs will perform final connection to primary electrical connection within 5 feet of sign if available at time of installation.
- Additional trips to site for installation or electrical connection due to site not being ready on agreed upon install date will be billed as additional trip charges.

**Contrary Terms Rejected:** No acceptance which varies the terms of this proposal or proposes additional terms is effective. Any variance is rejected, unless expressly approved by Comet in writing.

**Parties.** "Comet" when used herein means Comet Signs, LLC or Comet Signs Installation, LLC. "Customer" when used herein means the person or entity to whom goods or services were sold or delivered.

**Payment:** Customer shall pay the full amount of the invoice(s) for the goods or services, plus tax when due at Comet's address on the front page of this Agreement. Unless otherwise agreed in writing, terms are 50% of goods and services due upon acceptance of this proposal. The remaining 50% of goods and services NET 30. Interest at the rate of 15% per annum, or the maximum allowed by law, will be charged on past due unpaid amounts. Customer shall pay all taxes resulting from transactions, such as occupation, property, excise, sales or use tax. Customer shall pay all costs of collection incurred by Comet, including attorney's fees, costs and expenses.

**Title:** Comet retains title to delivered goods until such time as payment is made in full by Customer. The parties expressly agree that the signing of this Agreement, constitutes a security agreement as contemplated by Article 9 of the Uniform Commercial Code and insures Comet's title of delivered goods. Said security agreement shall continue until Seller receives full payment for delivered goods secured hereby. At all times prior to payments being made and all of the conditions herein contained being fully satisfied by Customer, the goods shall be deemed personal property, and shall not, by reason of attachment or connection to any realty, become or be deemed a fixture or appurtenance to such realty but shall at all times be severable therefrom.

**Installation:** Customer shall be solely responsible to pay for, install, and provide all utilities to be used by the goods. Customer shall be responsible for any necessary building reinforcement, relocation of utility lines, or other obstacles to installation. Customer shall be responsible for any additional installation costs, including labor and material, incurred by Comet caused by such conditions as water, adverse soil conditions, underground obstructions, or other obstructions. Any costs pertaining to staging, rigging, and/or rental equipment associated with multiple story building installations shall be additional costs to be paid by Customer.

**Approval and Permits:** Customer shall be responsible for securing all necessary approval for installation, use, and existence of goods on the applicable premises. The prices for goods and services do not include the cost of permits, cost to obtain permits, or the cost of variance appeals required to obtain permits, which costs, if incurred by Comet, will be invoiced to and shall be paid by Customer. Comet may obtain (as Customer's agent where necessary) permits and licenses from public authorities for the initial installation of goods. *Comet shall not be obligated to commence construction of goods until public permits have been issued.* If such permits are denied, after every reasonable effort by Comet and Customer to secure same, then this Agreement shall terminate without liability to either party except that Customer shall pay Comet for all manufacturing costs and other costs of performing this Agreement theretofore incurred by Comet.

**Price Increases and Delay:** Any date of completion or delivery is an estimate. Comet and its agents shall commence fabrication of the goods promptly following receipt of all permits, licenses, and approvals. Goods to be installed shall be installed as soon as reasonably practical after fabrication. If for any reason, other than fault or neglect of Comet, fabrication has not commenced within 45 days from date of Comet's acceptance of this Agreement, or if delivery, tender, or installation, of goods shall be delayed, deferred, or postponed for any reason, other than fault or neglect of Comet or its agents, beyond 90 days from date of such acceptance, then, in such event, the purchase price and installation price, are subject to increase as determined by Comet. If, after fabrication of goods is commenced, Customer requests that Comet cease or delay fabrication, or if Customer is in default under this Agreement, then Customer, in addition to all other obligations under this Agreement shall be responsible for all Comet's additional costs and expenses incurred. Any cessation or delay shall not relieve Customer of any of its obligations under this Agreement.

**Warranty:** Comet warrants its services and goods of its manufacture for a period of twelve (12) months, from the date of delivery of a good or service, against defects in material or workmanship. The obligation of Comet and Customer's sole and exclusive remedy hereunder shall be limited at Comet's sole option to the following: (a) To replace or repair any goods or services, which are determined by Comet to be defective during the warranty period. Comet's obligation to repair or replace constitutes agreed and liquidated damages for any breach of Comet's warranty; or, (b) Should the goods or services be determined by Comet to be so defective as to preclude the remedy of warranted defects by replacement or repair, Customer's sole and exclusive remedy shall then be a refund of the purchase price, less a reasonable charge for any utilization by Customer. **THE LIMITED EXPRESS WARRANTY SET FORTH HEREIN, AND THE STATED REMEDIES FOR BREACH THEREOF, SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND IN LIEU OF LIABILITY FOR SELLER'S NEGLIGENCE OR FAULT.** The alteration, modification, unauthorized repair, neglect, misuse, or damage from vandalism, acts of God including, but not limited to, fire, wind, hail, and lightning, WAIVES AND EXCLUDES ALL WARRANTIES AND OBLIGATIONS OF COMET, including the limited express warranty set forth herein. Notice of defective goods or services must be given in writing to Comet. Customer must keep the goods in unaltered condition for examination by Comet. All warranty claims must be made within ten (10) days after discovery, or after such claims should have been discovered, or else be barred from any remedy. Any suit for claims arising out of or related to any goods or services must be brought not later than one (1) year after the date the goods or services are delivered to Customer or the agent of Customer. Comet does not warrant fluorescent, HID lamps, incandescent bulbs, and Electronic Information Displays, including, electronic message centers and time and temperature units. Such goods are sold AS IS, WHERE IS. Any applicable warranties for EID, fluorescent, HID, are provided by original manufacturer.


**Limitation of Damages:** In no event shall Comet be liable for any special, consequential or incidental damages, whether or not said damages are caused, in whole or in part, by any delay, failure, nonperformance, or negligence of Comet or any of its agents, or the breach by Comet of any terms or conditions contained herein or made part of this Agreement.

**Indemnity.** CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD COMET HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, SUITS, CIVIL AND OTHER LIABILITY AND EXPENSES (INCLUDING, BUT NOT LIMITED TO REASONABLE INVESTIGATION AND LEGAL EXPENSES) ARISING OUT OF ANY CLAIM FOR LOSS OF OR DAMAGE TO PROPERTY, PROPERTY, INJURIES TO OR DEATH OF PERSONS, INCLUDING CUSTOMER'S OR COMET'S EMPLOYEES, AND VIOLATION OF ANY LAW OR REGULATION CAUSED BY, ARISING OUT OF, OR RESULTING FROM CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT.

**Governing Law:** This Agreement shall be deemed to have been made and entered into in San Antonio, Texas. All disputes arising from or related to this Agreement shall be resolved in courts of Bexar County, Texas, to the exclusion of any other court. All transactions shall be governed by and construed in accordance with the laws of the State of Texas, regardless of any conflict of laws.

**Force Majeure.** Comet may, without liability, delay performance or cancel this Contract on account of *force majeure* events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.

**Entire Contract:** This Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby. All prior and contemporaneous agreements, understandings, representations, and statements, whether written or oral, are merged herein and superseded hereby. Any modification to this Agreement must be in writing and executed by the Parties hereto. This Agreement is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.



MAINLAND  
MARDI GRAS PARADE  
JAN 27TH

**1721 25th St. N.**

**1101 N Amburn Rd**

**WEST SIDE FIRE STATION #3**

**MAINLAND  
MARDI GRAS PARADE  
SAT JAN 27 TH**

