

**RESOLUTION NO. 25-R-100**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A LEASE AGREEMENT WITH THE GUADALUPE COUNTY CHILDREN'S ADVOCACY CENTER (GCCAC) FOR AN APPROXIMATELY 1.1 ACRE TRACT AT 1049 LIVE OAK ROAD.**

**WHEREAS**, the Guadalupe County Children's Advocacy Center (GCCAC) is a non-profit agency serving children and families in the City of Schertz and Guadalupe County; and

**WHEREAS**, the GCCAC partners with the Schertz Police Department to serve children and families when there are allegations of child abuse and neglect; and

**WHEREAS**, the Schertz Police Department relies on the GCCAC to support their mission to provide exemplary law enforcement services that are distinguished by collaborative working relationships with all stakeholders to address crime, traffic safety, and quality of life issues by working within the framework of constitutional and community-based policing; and

**WHEREAS**, the City Council find that GCCAC's role in the community serves a public purpose; and

**WHEREAS**, the GCCAC could better serve this public purpose with a location in the City of Schertz, that better suites their needs; and

**WHEREAS**, the City of Schertz has an underutilized property located at 1049 Live Oak Road.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:**

Section 1. The City Council hereby authorizes the City Manager to enter into a lease agreement with GCCAC generally per the attached Exhibit "A" – Commercial Lease Agreement.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the

application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

Exhibit "A"

Commercial Lease Agreement With GCCAC

**COMMERCIAL LEASE AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged and confessed, the Landlord named below leases to the Tenant named below, and Tenant leases from Landlord, the Premises described below pursuant to the terms of this Commercial Lease Agreement (this "Lease") entered into effective as of the Effective Date specified below.

**Basic terms of the Lease:**

- 1. Effective Date: October 1, 2025
  
- 2. Landlord: CITY OF SCHERTZ, TEXAS
  
- 3. Landlord Contact Information: 1400 Schertz Parkway  
Schertz, Texas 78154  
Attention: City Manager  
Phone: (210) 619-1020  
Email: [Swilliams@schertz.com](mailto:Swilliams@schertz.com)
  
- 4. Tenant: Guadalupe County Children’s Advocacy Center
  
- 5. Tenant Contact Information: 265 Wetz  
Seguin, Texas 78155  
Attention: Executive Director  
Phone: (830) 303-4760  
Email: [cwilliams@gccac.net](mailto:cwilliams@gccac.net)
  
- 6. Premises: Approximately 1.1 Acre portion of the property at 1049 Live Oak Road, and more particularly depicted on Exhibit A.
  
- 7. Base Rent: Ten Dollars and No/100 (\$10.00) per year payable by January 1.
  
- 8. Commencement Date: October 1, 2025
  
- 9. Termination Date: September 30, 2050, as may be extended pursuant to Article 2b of this Lease or by written agreement of the Landlord and Tenant.
  
- 10. Security Deposit: \$0.00
  
- 11. Use: GCCAC offices and client services center

12. Insurance: Amount of liability insurance to be maintained by **Tenant**: Death/bodily injury: One Million and No/100 Dollars (\$1,000,000.00)

**Property**: Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00)

## **Article 1. Definitions**

"ADA" shall mean the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 to 12213), as amended by the Americans with Disabilities Act Amendments of 2008 (Pub. L. No. 110-325).

"Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

"Agreement" or "Lease" means this agreement and all of its incorporated or attached exhibits.

"Business Days." If any date on which a party is required to make a payment or a delivery pursuant to the terms hereof is not a Business Day, then such party shall make such payment or delivery on the next succeeding Business Day.

"Governmental Authority or Governmental Authorities" shall mean the United States of America, the State of Texas, the County of Guadalupe, the City of Schertz, any political subdivision of any of the foregoing, and any other governmental or regulatory authority, agency, board, department, or any other public or quasi-public authority, having jurisdiction over the Premises or the matter at issue.

"Intended Use": The "intended use" is the same as the "Permitted Use."

"Injury" means (1) harm to or impairment or loss of property or its use, or (2) harm to or death of a person.

"Law" or "Laws" shall mean any present or future applicable law, statute, ordinance, regulation (including zoning regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, common law, codes and ordinances of any Governmental Authorities, easement, covenant, restriction, or other agreement of record affecting the Premises as of the date of this Lease or subsequent thereto.

"Liabilities" shall mean all losses, claims, suits, demands, costs, liabilities, and expenses, including reasonable attorneys' fees, penalties, interest, fines, judgment amounts, fees, and damages, of whatever kind or nature.

"OSH Act" shall mean the Occupational Safety and Health Act (29 U.S.C. §§ 651 to 678), as amended from time to time.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Shall" and "will" in their various forms create duties under the contract.

## **Article 2. Term, Extension and Termination**

2a. Term. The term of the lease shall be for 25 years and expire on September 30, 2050 except as per the extension option.

2b. Extension Option. Tenant, if not in default hereunder, may extend the Term for five (5) additional periods of five (5) years each by giving Landlord written notice of Tenant's intention to do so within sixty (60) days before the then-existing Term expires, under all the terms of this lease. The Termination Date will change accordingly.

2c. *Termination.* Tenant may terminate this Lease with or without cause and without penalty prior to the Termination Date by providing ninety (90) days written notice to the Landlord of its intent to terminate this Lease.

## **Article 3. Assignment**

3a. This lease is not assignable and is non-transferable by Tenant.

## **Article 4. Additions, Alterations, and Improvements**

4a. The Tenant shall have until January 1, 2030 to obtain a building permit for the construction of a building suitable to serve as office and client service space for GCCAC.

4b. Prior to commencing construction, Tenant shall obtain written approval from the Landlord for the proposed plans, in addition to obtaining all necessary building permits.

4c. The Tenant shall have until January 1, 2032 to obtain a Certificate of Occupancy and begin operations.

4d. Further permanent additions, alterations, and improvements to the premises shall be allowed only upon written Amendment duly-authorized and signed by the Parties to this Lease.

4e. Any physical additions or improvements to the Premises made by the Tenant will become the property of the Landlord.

**Article 5. Duties of the Tenant:**

5a. Lease the Premises for the entire term of this Lease beginning on the Commencement Date and ending on the Termination Date.

5b. Tenant has had the opportunity to inspect the Premises and accepts the Premises in their present condition "AS IS."

5c. The Premises is acceptable for Tenant's Intended Use.

5d. Other than as set forth in this Lease, Tenant is not relying on any oral or written representations or warranties with respect to the premises or its terms and conditions that may have been made by Landlord, Landlord's Broker, nor any of Landlord's agents or employees.

5e. Pay annually, in advance, on the first day of January, the Base Rent to Landlord at Landlord's address; provided, the Base Rent due each year will be \$10.00.

5f. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants, at reasonable times and upon reasonable notice.

5g. Maintain public liability insurance for the Premises and the conduct of Tenant's business, naming Landlord as an additional insured, in the amounts stated in Article 11 of this Lease.

5h. Deliver certificates of insurance to Landlord when requested.

**5i. INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY LOSS, ATTORNEY FEES, COURT AND OTHER COSTS, OR CLAIMS ARISING OUT OF TENANT S USE OF THE PREMISES, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF LANDLORD OR LANDLORDS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS.**

5j. Vacate the Premises on termination of this Lease.

5k. Within fifteen (15) business days after Landlord's written request, execute an estoppel certificate that states the Commencement Date and Termination Date of this Lease, identifies any amendments to this Lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonable requested by Landlord.

5l. Pay for all utility services.

5m. Pay for all maintenance of the Premises during the term of the lease.

5n. *Disclaimer of Any Express or Implied Warranty.* **TENANT EXPRESSLY WAIVES ANY WARRANTY OF CONDITION OR OF HABITABILITY OR SUITABILITY**

**FOR OCCUPANCY, USE, HABITATION, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY, EXPRESS OR IMPLIED, RELATING TO THE PREMISES.**

5o. *Requirement to obey laws and other requirements.* Tenant warrants and agrees that, during the entire Term of this Lease and at its expense: (a) Tenant will conduct Tenant's business and activities on or related to the Premises only in full compliance with all applicable Laws; (b) Tenant will neither do nor permit any act or omission which could cause the Premises and Tenant's use thereof to fail to be in full compliance with all applicable Laws; and (c) Tenant will neither do nor permit any act or omission which could cause any Liabilities to exist or be asserted against Landlord or the Premises. Tenant is not considered to have violated this provision unless:

1. Tenant has been notified in writing specifying the alleged violation affecting the premises or the use thereof;
2. There has been a final adjudication by an administrative agency or a court of competent jurisdiction finding that the allegation in the notice is a violation of a law specified in the notice;
3. The specified law is valid and applies to the Premises; and
4. Tenant has had a reasonable time according to Article 10.c after the final adjudication to cure the specified violation and to pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of Law.

A serious and flagrant violation of law by Tenant or Tenant's agents may constitute an immediate default of this Lease.

5p. *Permitted Use.* Tenant shall use the Premises for the offices of the Guadalupe County Childrens Advocacy Center and to provide client services, including but not limited to: forensic interviews, family advocacy, counseling, and community outreach.

5q. Tenant shall obtain and pay for all permits required for Tenant's occupancy of the Premises and shall promptly take and pay for all substantial and insubstantial actions necessary to comply with all Laws regulating the use by Tenant of the Premises, including, without limitation, the OSH Act and the ADA.

5r. *Requirements.* Tenant will obey any requirements imposed by utility companies serving or insurance companies covering the Premises.

5s. *Compliance.* Tenant will obtain and pay for all permits required for Tenant's occupancy of the Premises and shall promptly take and pay for all substantial and insubstantial actions necessary to comply with all Laws regulating the use by Tenant of the Premises, including,

without limitation, the OSH Act and the ADA.

**Article 6. Tenant Agrees not to:**

- 6a. Use the Premises for any purpose other than stated in the Lease.
- 6b. Create a nuisance or commit waste on the Premises.
- 6c. Use the Premises in any way that is extra hazardous and would increase Landlord's insurance premiums.
- 6d. Allow a lien to be placed on the Premises.

**Article 7. Landlord agrees to:**

- 7a. Lease to Tenant the Premises for the entire term beginning on the Commencement Date and ending on the Termination Date.
- 7b. Landlord will obey all laws relating to Landlord's operation of the Premises.

**Article 8. Landlord agrees not to:**

- 8a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
- 8b. If Tenant is not in default, interfere with Tenant's peaceful, quiet, and undisturbed use and possession of the Premises and all rights and privileges pertaining thereto, subject to the terms, conditions, and provisions of this Lease.

**Article 9. Landlord and Tenant agree to the following:**

- 9a. *Consideration.* The parties make this agreement for good and valuable consideration.
- 9b. Landlord makes no warranty or representation of any kind concerning the condition of the leased premises or its fitness or suitability for the use intended by Tenant or that the premises and Intended Use will be in compliance with applicable zoning laws, ordinances, deed restrictions, or other land use controls.
- 9c. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of the Landlord.
- 9d. *Costs and Expenses.* All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.
- 9e. *Release of Claims/Subrogation.* Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the Premises by reason or fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that is permitted by law, the damage is covered by

insurance proceeds, and the release does not adversely affect any insurance coverage.

9f. *Notice to Insurance Companies.* Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

9g. *Further Assurances.* Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby

9h. *Interpretation.* For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: to articles, schedules, and exhibits mean the articles of, and schedules and exhibits attached to, this Agreement; to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings as to the contents of particular paragraphs herein are intended only for convenience and are in no way to be constructed as a part of this Lease or as a limitation of the scope of the particular paragraphs to which they refer.

9i. This Agreement has been prepared by the joint efforts of the respective Parties. Each Party shall bear its own costs and expenses with respect to the Agreement and the filing of any and all pleadings and documents with any court or agency. Neither this Agreement nor any portion thereof, nor any exhibits hereto, shall be construed for or against any Party simply on the basis of drafting responsibility. Except for defined words or terms, when possible, all words or terms in this Agreement shall be given their ordinary meaning.

9j. Each Party agrees that it has been represented by legal counsel in the negotiation of this Agreement, has consulted with legal counsel who has fully explained the meaning and effect of this Agreement, and further that said Party has read and understands this Agreement.

9k. *Condemnation/Substantial or Partial Taking.*

1. If the Premises cannot be used for the purpose contemplated by this Lease

because of condemnation or purchase or deed in lieu of condemnation, this Lease will terminate.

2. Whether or not any portion of the Premises is taken by condemnation or purchase or deed in lieu of condemnation, Tenant may elect to terminate this Lease if this Lease is fifty percent (50%) or more of the Premises is taken.
3. If there is a condemnation or purchase in lieu of condemnation and this Lease is not terminated, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.
4. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation; however, Tenant may, to the extent permitted by applicable law, pursue a separate claim against the condemning authority or against the party taking by purchase or deed in lieu of condemnation for Tenant's moving expenses, inconvenience, business interruption, depreciation, loss of leasehold estate, and/or similar loss in a proceeding independent of Landlord's condemnation suit.

*9l. Holdover.* If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant from month-to-month at a Base Rent of \$10,000.00 per month and either party may terminate this Lease upon thirty (30) days written notice to the other party.

*9m. Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

*9n. Attorneys Fees.* If either party retains an attorney to enforce the Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

*9o. Venue and Applicable Law.* Venue is in Guadalupe County, Texas and this Lease shall be construed and interpreted in accordance with the laws of the State of Texas.

*9p. Exhibits.* The exhibits are incorporated herein as matters of contract as if set forth fully herein.

*9q. Entire Agreement.* This Lease is the entire agreement of the parties as to the subject matter hereof, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease not incorporated in writing in the Lease.

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

*9s. Limitation of Warranties.* **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF**

**ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.**

9t. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address(es) shown in this Lease, which addresses may be changed from time to time. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any addresses for notice may be changed by written notice delivered as provided herein.

9u. *Abandoned Property.* Landlord hereby may retain, destroy, or dispose of any property of Tenant or other person left on the Premises at the end of the term of this Lease, including any renewals hereof.

9v. *Title.* Landlord hereby represents and warrants that (i) it has good and indefeasible fee simple title to the Premises, (ii) has the full right and authority to make this Lease, and the Premises are free and clear of all contracts, agreements, encumbrances, or defects in title of any nature whatsoever, other than the matters created by or with the consent of Tenant, that would restrict or prevent the use or enjoyment by Tenant of the Premises or the rights or privileges granted under this Lease.

9w. *Headings.* The descriptive headings of the paragraphs contained in the Lease are inserted for convenience only and shall not control, affect, limit, expand, or modify the meaning or construction of any of the provisions hereof.

9x. *Counterparts.* The Lease may be executed in multiple counterparts, and such counterparts, when taken together, shall have the full force and effect of an original, fully executed instrument.

9y. *Invalidity.* If one or more of the provisions hereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect under applicable law, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had been contained herein.

9z. *Binding Effect.* This Lease shall apply to and be binding on the heirs, successors, executors, administrators, and assigns of the Landlord and Tenant.

**Article 10. Default**

10a. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with Article 7 of

this lease within thirty (30) days after written notice from Tenant.

10b. *Tenant Waiver.* Tenant waives its right to damages and a lien under Section 91.004, Texas Property Code. The lien being waived would only apply under the statute to Landlord's nonexempt property in the Tenant's possession if Tenant is not in default and Landlord fails to comply in any respect with the lease agreement.

10c. *Default by Tenant/Events.* Tenant shall be in material default under this Lease if any one or more of the following events (herein sometimes referred to individually as an "Event of Default" and collectively as "Events of Default") shall occur and shall not be timely remedied as herein provided:

1. If Tenant fails to make any payment of Rent due under this Lease or any part thereof when and as the same shall become due and payable/when due and such nonpayment continues after ten (10) days written notice from Landlord, provided that Landlord shall not be required to give such notice and cure period more than one (1) time in any calendar year.
2. If Tenant fails to make any payment of any other sum or charge payable under this Lease, other than Rent, or any part thereof when and as the same shall become due and payable and such default continues for a period of ten (10) days after receipt by Tenant of notice from Landlord specifying the default.
3. If Tenant fails to observe or perform any of the other covenants, agreements, or conditions of this Lease on the part of Tenant to be kept and performed, including abiding by the Rules and Regulations, and such default continues for a period of ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that with respect to any default (other than a default which can be cured by the payment of money) that cannot be reasonably cured within said ten (10) day period, Tenant shall have an additional period of thirty (30) days to cure such default, provided Tenant commences to cure within said ten (10) days and actually cures the default within ninety (90) days after Landlord's notice.
4. If Tenant files a petition in bankruptcy or is adjudicated as bankrupt, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future Law, or makes an assignment for the benefit of creditors, or if any trustee, receiver, or liquidator of Tenant or of all or any substantial part of its properties or of the Premises shall be appointed in any action, suit, or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within ninety (90) days after such filing or appointment.

5. If Tenant vacates, abandons, or fails to use the Premises for the Permitted Use as stated in article 5p for a period in excess of thirty (30) days.

*10d. Default/Waivers/mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease. Landlord and Tenant have a duty to mitigate damages.

*10e. Landlord Remedies in event of default.* In the event of any Event of Default set forth in Article 10c hereof, Landlord may, at its option, exercise any and all of the remedies listed below. No such remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law or in equity, and every power and remedy given by the Lease to Landlord may be exercised from time to time and as often as the occasion may rise or may be deemed expedient.

1. Landlord may: (i) terminate this Lease without further notice, and Tenant shall then surrender the Premises to Landlord; or (ii) enter and take possession of the Premises, in accordance with any applicable Laws governing such repossession, and remove Tenant, with or without having terminated this Lease. If necessary, Landlord may proceed to recover possession of the Premises under applicable Laws, or by such other legal proceedings, including re-entry and possession. Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender of the Premises by Tenant. A surrender must be agreed to in writing and signed by both parties.
2. If Landlord terminates this Lease or terminates Tenant's right to possess the Premises because of an Event of Default, then everything in this Lease to be done by Landlord shall cease, without prejudice, however, to Tenant's liability for all Rent and other sums due hereunder. In such event, Landlord may hold Tenant liable for: (i) Rent and other indebtedness that otherwise would have been payable by Tenant to Landlord prior to the expiration of the Term, less any amount that Landlord receives from reletting the Premises after all of Landlord's costs and expenses incurred in such reletting have been subtracted; (ii) any amounts Landlord incurs in reletting the Premises during the remainder of the Term; (iii) other necessary and reasonable expenses (including without limitation reasonable attorneys' fees) incurred by Landlord in enforcing its remedies; and (iv) notwithstanding the foregoing sentence, at Landlord's election, Tenant shall pay to Landlord, on demand, as liquidated and agreed final damages, a sum equal to the amount by which the Rent for the period which

otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises, for the same period less the aggregate amount of any sums theretofore collected by Landlord pursuant to the provisions of this Article 10 for the same period. If, before presentation of proof of such liquidated damages to any court, commission, or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed prima facie evidence that such rental amount is the fair and reasonable rental value for the part or the whole of the Premises relet during the term of the reletting.

3. Landlord, at Landlord's option, may relet the Premises or any part thereof, alone or together with other premises, for such term(s) (which may extend beyond the date on which the Term would have expired but for Tenant's default) and on such terms and conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations be diminished by reason of, Landlord's failure to relet the Premises or collect any rent due upon such reletting. If Landlord relets the Premises and collects rent in excess of the Rent, Additional Rent, and other charges payable by Tenant under this Lease, Landlord shall be entitled to retain any such excess and Tenant shall not be entitled to a credit therefor.
4. Tenant hereby covenants and agrees, as a consideration for the granting by Landlord of this Lease that, in the event of the termination of this Lease by summary proceedings, or in the event of the entry of a judgment for the recovery of the possession of the Premises in any action of ejectment, or if Landlord enters by process of Law or otherwise, the right of redemption provided or permitted by any statute, Law, or decision now or hereafter in force, and the right to any second and further trial provided or permitted by any statute, Law, or decision now or hereafter in force shall be and hereby is expressly waived by Tenant. Further, Tenant, on its own behalf and for its legal representatives, successors, and assigns, and on behalf of all persons or corporations claiming through or under this Lease, together with creditors of all classes, and all other persons having an interest therein, does hereby waive, surrender, and give up all right or privilege which it may or might have by reason of any present or future Law or decision, to redeem the Premises or have a continuance of this Lease for any part of the term hereof after having been dispossessed or ejected therefrom by process of Law or otherwise.
5. Landlord's rights and remedies set forth in this Lease are cumulative and in addition to Landlord's other rights and remedies at Law or in equity, including those available as a result of any anticipatory breach of this Lease. Landlord's

exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Landlord's delay or failure to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall not constitute a waiver of any such rights, remedies, or obligations. Neither Tenant's payment of an amount less than a sum due nor Tenant's endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction. Notwithstanding any request or designation by Tenant, Landlord may apply any payment received from Tenant to any payment then due. Landlord may accept the same without prejudice to Landlord's right to recover the balance of such sum or to pursue other remedies. Re-entry and acceptance of keys shall not be considered an acceptance of a surrender of this Lease.

*10f. Equitable Remedies.* Each party hereto acknowledges that a breach or threatened breach by Tenant of any of its obligations and duties under Articles 5g, 5o, 5p, 5r, 5s, 11 would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

#### **Article 11. Insurance and Indemnification**

11a. Tenant shall, at Tenant's sole cost and expense, carry insurance pursuant to Article 5g and Exhibit B.

11b. Waiver of Subrogation. Tenant and Landlord each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against under this Section I, Insurance and Indemnification, which perils occur in, on, or about the Premises, whether due to the negligence of Landlord, Landlord Parties, Tenant, or any of their agents, employees, contractors, and/or invitees. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

**11c. INDEMNITY. TENANT SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD AND LANDLORD'S OFFICERS, AGENTS, EMPLOYEES, PARTNERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "LANDLORD PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS ARISING FROM TENANT'S USE OF THE PREMISES, OR FROM THE CONDUCT OF TENANT'S BUSINESS OR FROM ANY ACTIVITY, WORK, OR THINGS DONE, PERMITTED, OR SUFFERED BY TENANT IN, ON, OR ABOUT THE PREMISES OR**

**ELSEWHERE, AND SHALL FURTHER INDEMNIFY AND HOLD HARMLESS THE LANDLORD PARTIES FROM AND AGAINST ANY AND ALL CLAIMS ARISING FROM ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION ON TENANT'S PART TO BE PERFORMED UNDER THE TERMS OF THIS LEASE, OR ARISING FROM ANY NEGLIGENCE OF TENANT, OR ANY OF TENANT'S AGENTS, CONTRACTORS, OR EMPLOYEES, AND FROM AND AGAINST ALL COSTS, ATTORNEYS' FEES, EXPENSES, AND LIABILITIES INCURRED IN THE DEFENSE OF ANY SUCH CLAIM OR ANY ACTION OR PROCEEDING BROUGHT THEREON; AND IN CASE ANY ACTION OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD BY REASON OF ANY SUCH CLAIM, TENANT, UPON NOTICE FROM LANDLORD, SHALL DEFEND THE SAME AT TENANT'S EXPENSE BY COUNSEL SATISFACTORY TO LANDLORD. TENANT, AS A MATERIAL PART OF THE CONSIDERATION TO LANDLORD, HEREBY ASSUMES ALL RISK OF DAMAGES TO PROPERTY OR INJURY TO PERSONS, IN, ON, OR ABOUT THE PREMISES ARISING FROM ANY CAUSE, AND TENANT HEREBY WAIVES ALL CLAIMS IN RESPECT THEREOF AGAINST ANY LANDLORD PARTIES.**

11d. Survival. The terms of this Section 11 Insurance and Indemnification shall survive any assignment or termination of this Lease.

*[The remainder of this page was left blank intentionally.]*

This Commercial Lease Agreement is executed to be effective as the Effective Date.

**LANDLORD:**

CITY OF SCHERTZ, TEXAS  
A Texas Home-Rule  
Municipality

**TENANT:**

Guadalupe County Child Advocacy  
Center (GCCAC)

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S. Williams, City Manager

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C. Williams, Executive Director

**Exhibit A**

Legal Description of  
Property

**Exhibit B**  
Insurance