



State of Texas
House of Representatives
DISTRICT OFFICE LEASE CONTRACT

This lease is entered into between _____, herein referred to as Lessor, and the Committee on House Administration of the House of Representatives of the State of Texas, herein referred to as Lessee, for the benefit of _____, a Member of the House of Representatives of the State of Texas, herein referred to as Member.

For and in consideration of the covenants, conditions, and provisions contained in this instrument, Lessor hereby leases to Lessee the following described property located in _____ County, Texas. The address of the leased property is:

Street Address, Suite, etc.

City

Zip Code

(which includes approximately _____ square feet of floor space), with all the rights, easements, and appurtenances belonging thereto and usually had and enjoyed therewith, on the terms and condition contained herein.

I.

The term of this lease is for _____ years and _____ months, beginning on the _____ day of _____, 20____ but the Lessor understands and agrees that the Lessee may cancel this lease, without penalty, if funds for its continuation are not provided for the next fiscal period or if the Member for whose benefit this lease is made ceases to be a Member of the House of Representatives.

II.

Lessee has the option to renew this lease for an additional period of _____ for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of its election to do so to Lessor not later than 30 days before the expiration of the primary term of the lease.

III.

As rental for the leased premises, Lessee will pay Lessor the sum of _____ per month, which shall be paid solely from the funds of the House of Representatives. However, the Lessor agrees that the liability of the House of Representatives to pay the rental is limited to the amount of money in the Member's operating account. If the Member's account is depleted, the House of Representatives may immediately notify the Lessor in writing. Until further notice, neither the House of Representatives nor the State of Texas is responsible for any rent that accrues after the date of the notice. The Lessor may thereupon, terminate the lease or allow the Member to continue to occupy the leasehold on terms mutually agreeable to the Lessor and the Member.

IV.

The leased premises will be used by the Member of the House of Representatives named herein as an office to be used in connection with his official business as a State Representative.

V.

Although this lease is for the purpose of providing office space for the Member named in this instrument, no title, credits, allowances, premiums, or anything of value shall inure to the benefit of the Member at any time because of this agreement. (Under Art. III, Sec. 18, of the Texas Constitution, neither a legislator nor his firm may contract with the State of Texas if the subject of the contract was authorized or funded by a legislature of which the individual was a member.) The Member named in this lease is not related in the first degree by marriage, or through blood relationship, to anyone who has a financial interest,

either directly or indirectly, in the property leased by the House of Representatives for this said Member. Any agreement contrary to this paragraph renders the lease null and void and renders Lessor liable for the refund of all payments paid hereunder together with interest on that at 10 percent per annum, reasonable attorney's fees for the collection of that amount, and all costs incurred with said collection.

VI.

Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of the lease. Also, either party may terminate this lease by providing the other party a written notice 30 days prior to date of termination.

VII.

The following additional covenants, and provisions are further agreed to by Lessor and Lessee:

VIII.

The covenants and conditions in this instrument are the full and complete terms of this lease. No alterations, amendments or modifications of those terms are binding unless reduced to writing and signed by the parties to the lease.

Lessor's Name (type or print)	Date
Lessor's Name (type or print)	Date
Lessor's Signature (1)	Lessor's Signatory's Title (1) ()
Lessor's Address	Telephone Number
Lessor's Type of Organization (2)	Lessor's Tax ID Number (3)
Signature of Representative (4)	Date
Signature of Chairman (5)	Date

Note:

1. Must be signed by lessor or person authorized to contractually bind said individual, partnership, company or corporation.
2. Lessor's type of organization (law firms, realtor firm, sole proprietorship, dental firm, etc.).
3. The applicable tax identification number for individual, partnership, or corporation for reporting rent payments to the Internal Revenue Service.
4. Member of Texas House of Representatives whose office operating account is to be charged.
5. Chairman of Committee on House Administration or person authorized to sign such agreements.