

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**OFFICE SPACE
LEASE AGREEMENT
FOR
WILLIAMSON COUNTY VETERANS SERVICE OFFICE
(Heroes Night Out Veterans Resource Center)**

THIS CONTRACT is made and entered into by and between **Heroes Night Out, Inc.** (hereinafter "Lessor"), a non-profit corporation from Cedar Park, Texas that performs civic public interest services, and **Williamson County** (hereinafter "County" or "Lessee"), a political subdivision of the State of Texas, acting herein by and through its governing body.

I.

Lease: In consideration of the mutual covenants and agreements of this lease, Lessor leases to County and Lessee leases from Lessor the exclusive right to use and occupy the following described property, referred to in this lease as the "leased property:"

That certain designated office space, consisting of a separate room and common areas comprising approximately 135 square feet of floor space, situated in Lessor's corporate office located at 1150 S. Bell Blvd, Cedar Park, Texas 78613, exclusively for office purposes and conducting the work of the Williamson County Veterans Service Office.

II.

Term: The initial term of this lease will begin as soon as this agreement is approved and signed by both parties, and end on September 30, 2017, unless terminated sooner or extended as provided in this lease. The lease will automatically renew for a one (1) year term on October 1, 2017, and will continue to automatically renew each subsequent term unless Lessor desires to renegotiate the terms or to terminate the lease. Lessor shall have the right to terminate the lease upon fourteen (14) days written notice to

Lessee. Lessee shall have the right to terminate the lease upon fourteen (14) days written notice to Lessor.

III.

Consideration: In exchange for the use of the premises, County agrees to provide certain public services benefits to assist with accomplishing the mission of Lessor, to wit: to provide outreach to the veterans that live in the Cedar Park, Leander, Liberty Hill, North Williamson County area.

The County shall have no additional costs under this program and retains its discretion on hours and times that veterans services will be provided on the premises at this location.

IV.

Permitted Use: The Lessee will use the premises only for office purposes and to provide only those services, related to the fulfillment of the stated purpose.

V.

Insurance Hazards: The Lessee may not use the premises in any manner that will endanger the premises or improvements in any way, or cause a cancellation of the fire, liability, or other insurance policies insuring the premises or improvements hereon, or cause an increase in costs or liabilities to Lessor by reason of or in connection with Lessor's ownership of the premises.

VI.

Compliance with All Laws: The Lessee agrees, in connection with this lease or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements, including but not limited to compliance with hazardous materials regulations or laws.

VII.

Duty to Report Problems: The Lessee agrees to advise Lessor and its representative(s) of errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the Lessee's occupancy of the premises in a timely and reasonable manner. Lessor agrees to address such problems in a timely manner and in good faith.

VIII.

Maintenance and Upkeep: The Lessor shall keep the premises and surrounding area free from accumulation of rubbish caused by operations. Restrooms, hallways, lobbies, parking lots, walkways, and all other common areas are for joint use of all tenants. The Lessee and its agents and/or employees and invitees shall use the common areas in a reasonable manner and shall cooperate with all other tenants and/or Lessor in keeping the building cleans and safe.

IX.

No Agency Relationship & Indemnification: It is understood and agreed that Lessee shall not in any sense be considered a partner or joint venturer with Lessor, nor shall Lessor in any manner hold itself out as an agent or official representative of Williamson County. Lessor shall be considered an independent entity for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of County. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Lessor or failure to act. Lessor agrees to indemnify, hold harmless, and defend County against any claim, demand, loss, injury, damages, action, or liability of any kind against County resulting from any services Lessee performs related to its occupancy under this lease.

X.

Utility Services by Landlord: Lessor will furnish the premises with customary and necessary utilities, including electric and water services.

XI.

No Alterations: The Lessee shall not make any alterations, additions, or improvements without express written consent.

XII.

Inspections: Lessor reserves the right to inspect the premises at its sole discretion.

XIII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

No Assignment: Lessee may not assign this contract.

XV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI.

Confidentiality: The Parties expressly agree that they will not use any incidental confidential information they may obtain while being in an office building utilized by a governmental entity for their own benefit, and agree that they will not enter unauthorized areas or access confidential information and they will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving fourteen (14) days written notice thereof.

XVIII.

Signature for The County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of County.

WITNESS the signatures of all parties in duplicate originals this the 10th day of August, 2016.

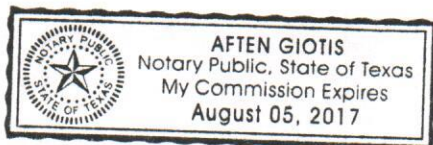
THE COUNTY OF WILLIAMSON:

County Judge

HEROES NIGHT OUT, INC.:

Wesley Pierce
Authorized Signature

SUBSCRIBED AND SWORN TO BEFORE ME by Wesley Pierce
AS AUTHORIZED AGENT OF **HEROES NIGHT OUT, INC.** on this the day of
August, 2016.



Aften Giotis
Notary Public in and for the
State of Texas

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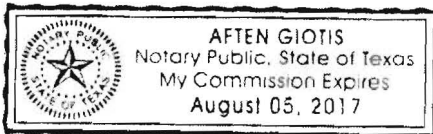
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