



RESOLUTION NO. 20180724-04

RESOLUTION RATIFYING THE EXECUTION OF A LEASE AGREEMENT AT 20 CIRCLE DRIVE, NEW BOSTON, TX 75570 TO COL. STEPHEN M. YORK

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

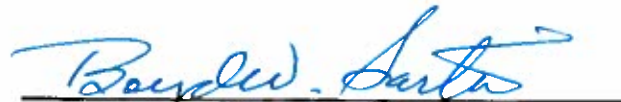
WHEREAS, Col. Stephen M. York contacted TexAmericas Center to seek a lease arrangement for housing at 20 Circle Drive, New Boston, TX 75570; and

WHEREAS, the parties came to the attached terms of agreement for said lease; and

NOW, THEREFORE, BE IT RESOLVED, that the lease agreement is hereby approved and the execution thereof is hereby ratified.

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of Col. Stephen M. York to negotiate this lease.

PASSED and APPROVED this 24th day of July, 2018.


Boyd Sartin, Chairman of the Board

ATTEST:


Ben King, Secretary

Attachment: Lease Agreement



HOUSING LEASE

I. BASIC CONDITIONS

1. PARTIES:

The parties to this agreement are the TexAmericas Center, hereinafter the Landlord, and Stephen M. York, hereinafter the Tenant.

2. PREMISES TO BE LEASED:

A Single Family Dwelling located on **20 Circle Drive, New Boston, Texas 75570**, owned and operated by the TexAmericas Center.

3. TERMS:

The Landlord leases to the Tenant the premises described above for the period:

July 08, 2018 to June 30, 2020

4. EXTENSION OF LEASE:

- A. If the Tenant continues in possession of the leased premises after the end of the term of this lease, with permission of the Landlord, it's agreed that a month-to-month tenancy is created. This month-to-month tenancy can be terminated by either party giving to the other party written notice not less than thirty (30) days or immediately upon notification of military orders prior to the next rent due date. In so continuing possession, the Tenant agrees to pay the monthly rent and to keep and fulfill all other conditions and agreements to this lease.
- B. The Landlord may increase the monthly rent after the expiration of the original term of this lease, by providing the Tenant with written notice at least thirty (30) days prior to the next rent due date. The Tenant has the option to vacate the premises or to remain at the new rental rate.

5. RENT:

The monthly rent is **\$1,941.00**. The rent is due and payable on the **first (1st)** day of each month. This Single Family Dwelling amount is the current base housing allowance as of **July 1, 2018**. The Single Family Dwelling Rent amount shall automatically increase as the base housing allowance increases.

A. There is a security deposit of: **\$ Zero** due at the time of start of this lease.

B. Rent Payments shall be made to "TexAmericas Center".

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(Date)

6. PAYMENT OF RENT:

- A. If the rent payment is not received by the Landlord by the 5th day of the month, the Tenant shall be charged a **\$25.00** late payment fee.
- B. If the Tenant fails to pay the rent when due, the Landlord may serve the Tenant with a ten (10) day notice to pay the rent or vacate. If the rent remains unpaid at the end of the ten (10) day period, the Landlord may terminate this lease and institute eviction proceedings pursuant to law and/or other remedies provided by law, including, but not limited to, suit to collect unpaid rent, damages and reasonable attorney's fees.
- C. Any rental payment check returned after deposited by the Landlord, for any reason, will result in a **\$25.00** charge to cover processing fees.

7. UTILITIES:

The Landlord shall be responsible for paying all utilities, except the base amount allowable by Tex-Americas Center for electricity shall be \$250.00 maximum per month. Tenant shall be responsible for any amount over \$250.00 in a single month.

8. OTHER COSTS:

The Tenant is responsible for paying telephone, cable TV, personal property (renters) insurance, and other personal services. If the tenant desires to have satellite TV and requires a dish to be mounted on the structure, approval must first be granted by the Landlord. The tenant will be responsible and assumes all cost for removal of the dish when the lease is terminated. Landlord approval to abandon dish, at termination of lease, must be received, prior to the departure of the tenant.

9. USE OF PREMISES:

- A. Without the prior written consent of the Landlord, the premises may not be occupied by more than the occupants listed, excluding short-term guest (whose visit shall not exceed 30 days), and birth or adoption of child:
Number of Adults: Two (2) (18 years and above)
Number of Children: One (1) (0 to 17 years)
- B. The Tenant shall at no time during the term of this agreement carry on any kind of business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. The Tenant shall not sublet the premises, or any portion of the premises, nor assign the lease.

10. INSPECTION OF PREMISES:

- A. Prior to the beginning of the tenancy, the Tenant in coordination with the Landlord may accomplish a walk-through of dwelling, to determine and note the condition of the premises at the beginning of the lease. Tenants may at their discretion accept dwelling in a "AS IS" condition, however they will be responsible for the acceptable conditions, as indicated on the termination inspection checklist, at the end of the lease. At the end of the tenancy the Tenant,

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in coordination with the Landlord, will conduct a walk-thru inspection, noting all damages or discrepancies. The Tenant must request a termination inspection from the Landlord (which must be made at a reasonable time within 72 hours of the end of the Tenant's occupancy). Upon completion of the final inspection, Landlord in its sole discretion shall determine whether or not the Tenant willfully or negligently destroyed, defaced, damaged, impaired, or removed any part of the premises (including fixtures, facilities, and appliances) or willfully or negligently permitted any person to do so. Replacement or repair of any such negligent or willful damage will be at the Tenant's expense and will be subtracted from any deposit for said lease. Any excess expenses above deposit amount will be payable to the Landlord, within ten (10) days after Landlord notifies Tenant of the excess cost of such replacement or repairs.

- B. Landlord and Landlord's agents shall have a right, at all reasonable times, during the term of this lease and any renewal thereof to enter the premises for the purpose of inspecting the premises. Additionally, Landlord and Landlord's agents shall be allowed to enter the premises for the purpose of making any repair, additions, or alterations, as may be deemed appropriate by the Landlord for the preservation of the premises. All efforts by the Landlord to notify the tenant of requirement to enter premises will be made; however, repairs will be made with or without the tenants' presence.

11. DELIVERY OF POSSESSION:

If the Landlord fails to make the premises available in a habitable condition on the agreed date of the start of the lease, rent shall abate until delivery is completed.

II. MAINTENANCE

12. TENANT'S DUTY TO MAINTAIN PREMISES:

- A. The Tenant shall keep the dwelling in a clean and sanitary condition. Additionally, Tenant will use all prudent measures to conserve water and natural gas. All garbage will be placed in plastic bags and placed inside the centrally located receptacle for pick-up. Lawn maintenance will be provided by the landlord, with exception to maintaining shrub trimming and grass edging adjacent to the dwelling, which is the responsibility of the tenant.
- B. The Tenant shall provide the Landlord with prompt notice of any non-tenant maintenance problems, so necessary repairs may be made in a timely manner.
- C. Tenant shall be responsible for pest control during the term of the lease. Landlord shall be responsible for termite inspections and repair of any damage caused by termites. Tenant will be made aware of scheduled inspections and comply with necessary access requirements in order to facilitate the inspection.

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(Date)

13. LANDLORD'S DUTY TO MAINTAIN PREMISES:

- A. The Landlord shall maintain the premises in a decent, safe, and sanitary condition and shall comply with all state and local laws requiring landlords to maintain rental premises. The Landlord shall maintain all provided appliances in good working order during the term of the lease and any extension thereof; provided, however, damage due to the negligent or willful action of Tenant, or Tenant's guest shall be repaired at the Tenant's expense.

14. MAINTENANCE AND REPAIRS OF THE LEASED UNITS:

- A. Tenants wishing to conduct personal landscaping must receive written permission from the Landlord prior to undertaking any digging, tree or shrub planting or removable, or brick/rock/concrete work.
- B. The Tenant shall furnish replacement electric light bulbs in all light fixtures. The Tenant shall at the end of the lease term replace all HVAC filters, cooking exhaust vent hood filters and water system filtration cartridges.
- C. Except for reasonable fair wear and tear, the Tenant shall be responsible for making minor repairs to premises (such as glass replacement, faucet repair for leaks, touch-up painting of areas damaged by tenant, as examples), except for damage caused by the Landlord or his agent. The Landlord shall be responsible for making major repairs, except for damage caused by the Tenant or his/her guests.
- D. Without limiting the generality of the foregoing, Tenant shall:
 - (1) Keep all windows, glass, window covering, doors, locks and hardware in good, clean order and repair, and;
 - (2) Not leave windows or doors in an open position during any inclement weather.

15. PETS:

- A. The Tenant may keep domestic pets on the premises only with the prior and specific written approval of the Landlord concerning the type and number. All dogs will be kept on a leash when outside of the dwelling or fenced yard and the Tenant will be responsible for proper removal and disposal of pet waste. Tenants are responsible of any damage done by their pets (dogs or cats) to the leased premises or property of others. Matters of pet damage to others will be between said parties and TexAmericas will take no actions to settle any disputes of said pet damage. In the event that pet damage becomes a recurring problem, TexAmericas will notify pet owner to remove said pet from leased premises.

16. HAZARDOUS MATERIALS:

Tenant shall not keep on the premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

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(Date)

17. LIABILITY:

The Tenant shall be liable to the Landlord for any damage to the premises beyond normal wear and tear resulting from the negligence or wrongful act of the Tenant or others on the premises with the Tenant's permission.

18. BURGLARY PREVENTION AND FIRE PROTECTION DEVICES:

The Tenant may install burglary prevention and/or fire protection devices provided the installation does not permanently damage the dwelling unit. The Tenant shall provide the Landlord with keys, if so equipped, for the devices installed. If requested by the Landlord, the Tenant agrees to remove the devices and repair any damage upon termination of the lease. Tenant shall not remove or disable any safety and/or fire protection devices, including but not limited to smoke detection devices. Tenants shall provide replacement batteries for any such devices which are powered by batteries.

19. BREACH OF LEASE:

- A. If there is a substantial breach of lease or a serious failure to maintain the premises (i.e.; letting outside water run for long periods of time or having an inoperable vehicle on premises) by the Tenant, the Landlord may provide the Tenant with written notice. The notice will specify the problem and state that the lease will be terminated on a specified date (not less than thirty (30) days later) if the problem is not corrected or does not reoccur within twenty-one (21) days. If the problem is not corrected within that time, the Landlord may terminate this lease and institute (on the specified day) court action for possession of the premises and/or any other remedies provided by law, including, but not limited to damages, injunctive relief and reasonable attorney's fees.
- B. If there is a substantial breach of lease or a serious failure to maintain the premises by the Landlord, the Tenant may provide the Landlord with written notice. The notice will specify the problem and state that the lease will terminate on a specified date (not less than thirty (30) days later) if the problem is not corrected within twenty-one (21) days. If the problem is corrected within the twenty-one (21) days, the notice is canceled, providing there are no further obligations under the lease.
- C. Both Landlord and Tenant also shall have option of using other applicable remedies provided by the Texas State laws to address specific breaches of the lease.

20. INDEMNIFICATION:

Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guest, invites, agents, or employees or to any person entering the premises or the building of which the structure or equipment of the structure of which the premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

21. NOTICE OF ABSENCE:

Initials: Sx / A
(Date)

The Tenant shall notify the Landlord of any absence from the premises in excess of thirty (30) days.

22. ABANDONMENT OR EARLY TERMINATION:

- A. If at any time during the term of this lease Tenant abandons the premises, the Landlord may, at his option, obtain possession of the premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever.
- B. If at any time during the term of this lease Tenant decides to early terminate this lease for reasons other than specified in this lease or with written approval of the Landlord, the Tenant will be responsible for payment of remaining lease period or until the Landlord can release the dwelling.

23. ATTORNEYS' FEES:

Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possessions of the premises, the Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

24. MILITARY TRANSFER CLAUSE:

- A. The Tenant may terminate this lease upon 30 days written notice if the following applies:
 - (1) The tenant is a member of the Armed Forces or Department of Defense and receives permanent change of station orders for transfer to a place located at least one (1) hour commuting distance from the dwelling unit; or
 - (2) The tenant is discharged or relieved from active duty with the Armed Forces.
- B. The request for termination must be accompanied by a copy of the Tenant's official orders. The termination date may be no more than sixty (60) days prior to the Tenant's report date or release date.
- C. Military tenants receiving orders for change of station or release from duty with a departure date less than thirty (30) days, must immediately contact the Landlord to process for termination. Minimum processing time for lease termination is 72 hours, under this condition.

25. MODIFICATIONS TO THE LEASE:

Any modification or changes to this lease agreement must be in writing, signed by both the Landlord and Tenant, and attached to this lease.

26. GOVERNING LAW:

This agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Texas.

Initials: SX / A
(Date)

27. BINDING EFFECT:

This covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. COPY OF LEASE:

A copy of this lease, signed by both Landlord and Tenant, shall be provided to the Tenant at the time of occupancy.

We, the undersigned, agree to all terms of this lease on this

9th day of July, 2018.

Tenant: _____




Stephen M. York
COL, LG
Commander

Landlord: **TexAmericas Center**

By: _____


Scott Norton
Executive Director/CEO

Initials: _____

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(Date)